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Mayor
Nancy Berry
Mayor Pro Tem
Dave Ruesink
City Manager
David Neeley

Council members
Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Thursday, August 11, 2011 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.

Presentations:

- ***Police Department Outstanding Service Award***
- ***Staff Award Recognition***

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

a. Presentation, possible action, and discussion of minutes for July 25, 2011 Workshop and Regular Council Meeting.

- b. Presentation, possible action, and discussion regarding a resolution approving a construction contract with Marek Brothers Construction for fire barriers to protect the transformers at Post Oak Substation and authorizing the expenditure of funds, in an amount not to exceed \$181,900.
- c. Presentation, possible action, and discussion regarding a resolution approving a construction contract with Knife River for the Semi-Annual Blanket Type D Hot Mix Installed Concrete Project and authorizing the expenditure of funds, in a amount not to exceed \$408,000.
- d. Presentation, possible action, and discussion regarding a resolution approving a construction contract with G.W. Williams, Inc. and authorizing the expenditure of funds, in an amount not to exceed \$1,066,051.13, for the Carter Creek Wastewater Treatment Plant Laboratory and SCADA Building; and consider approval of transfers in the amount of \$20,077 from the Water Capital Improvement Projects Fund contingency and \$101,913 from the Wastewater Capital Improvements Projects Fund contingency.
- e. Presentation, possible action, and discussion regarding approval of a resolution for asbestos abatement and debris removal from unoccupied areas in the Chimney Hill Retail Plaza in the amount of \$49,961.00.
- f. Presentation, possible action, and discussion regarding a resolution approving Notice of Sale and Bidding Instructions Preliminary Official Statement, and related materials for the sale of “City of College Station, Texas General Obligation Improvement Bonds, Series 2011” and “City of College Station, Texas Certificates of Obligation, Series 2011”, including selection of a date for opening bids.
- g. Presentation, possible action, and discussion regarding an Interlocal Agreement with the Bryan-College Station Metropolitan Planning Organization (MPO) for the funding of the BCS Mobility Initiative for fiscal year 2011.
- h. Presentation, possible action, and discussion regarding the approval of equipment purchases to upgrade the current Survalent SCADA system from Survalent Technology in the amount of \$77,660.00 and a Services Contract in the amount of \$14,500.00 for final testing for a total cost of \$92,660.00.
- i. Presentation, possible action, and discussion regarding the approval of the purchase of Barracuda network firewall equipment from MicroAge College Station through the Texas A&M Master Agreement in the amount of \$104,118.46.
- j. Presentation, possible action, and discussion regarding a deductive change order to the construction contract (Contract No.10-050) with Brazos Valley Services for a credit to the City in the amount of \$34,950.00 for the Nantucket Gravity Sewer Line project.
- k. Presentation, possible action, and discussion regarding a change order to the construction contract with Elliot Construction (Contract # 11-003) in the amount of \$369,796.00 for the Southwood 5-7 Utility Rehabilitation Project.
- l. Presentation, possible action and discussion on calling a public hearing on the City of College Station 2011-2012 Proposed Budget for Thursday September 8, 2011.
- m. Presentation, possible action, and discussion regarding ratification of Change Order #1, in the amount of \$11,310 to Contract 11-019 with HDR Engineering, Inc. related to completed impact fee analyses.

n.Presentation, possible action, and discussion regarding ratification of Change Order #4, for \$19,873 to Contract 09-306 with HDR Engineering, Inc., and approval of a contingency transfer from the Wastewater Operating Fund in the amount of \$19,873.

o.Presentation, possible action, and discussion to approve an agreement for the City to sell reclaimed water to the Pebble Creek Country Club.

p.Presentation, possible action, and discussion regarding approval of the purchase of four (4) 2500 kVA distribution padmount transformers from WESCO in the amount of \$147,657.00 and two (2) 1500 kVA distribution padmount transformers from Texas Electric Coop in the amount of \$39,750.00, for a combined total of \$187,406.00, for Scott & White Hospital & Dowling Road Pump Station.

q.Presentation, possible action, and discussion regarding approval of the purchase of Automatic Transfer Switch from Techline Inc. in the amount of \$105,085.00.

Regular Agenda

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. Presentation, possible action, and discussion regarding appointments to the following Boards and Commissions:

- B/CS Library Committee
- Bicycle, Pedestrian & Greenways Advisory Board
- Cemetery Committee
- Construction Board of Adjustments
- Design Review Board
- Historic Preservation Committee
- Joint Relief Funding Review Committee
- Landmark Commission
- Lick Creek Park Nature Center Advisory Committee
- Parks & Recreation Board
- Planning & Zoning Commission
- Sunset Advisory Commission

- Zoning Board of Adjustments

2. Public Hearing, presentation, possible action, and discussion on an ordinance amending Charter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries affecting certain properties; to wit: 7.364 acres located at 2862 North Graham Road, and more generally located west of the intersection of Old Wellborn Road and North Graham Road, from A-O Agricultural Open to PDD Planned Development District.
3. Presentation, possible action, and discussion on an ordinance calling a Special Election for November 8, 2011 for the purpose of amending the City Charter, if necessary.
4. Adjourn.

If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, August 11, 2011 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 5th day of August, 2011 at 5:00 p.m.

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on August 5, 2011 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2011 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2011.

Notary Public – Brazos County, Texas

My commission expires: _____

City Council Regular Meeting
Thursday, August 11, 2011

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The building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.

August 11, 2011
City Council Consent Agenda Item No. 2a
City Council Minutes

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for July 25, 2011 Workshop and Regular Council Meeting.

Attachments:

- July 25, 2011 Workshop Minutes
- July 25, 2011 Regular Minutes

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
JULY 25, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields, absent
Karl Mooney
Katy-Marie Lyles
Julie Schultz, absent
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Assistant City Manager
Frank Simpson, Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Shelley Major, Records Management Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:08 p.m. on Monday, July 25, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Presentation, possible action, and discussion on items listed on the consent agenda.

There were no items pulled from the Consent Agenda.

2. Presentation, possible action, and discussion on a report from the Arts Council of Brazos Valley regarding the activities of the organization.

Chris Dyer, with the Arts Council of Brazos Valley, provided a brief overview of the operating structure. There are 60 Brazos Valley Arts, Culture and Heritage organizations. There are no more than fourteen members, and members must reside in the Brazos Valley. This membership

includes three members appointed by the College Station City Council. Staff is comprised of an Executive Director, an Operations Manager, and the Program Director. The Arts Council manages and operates the Regional Arts Center. They provide affiliate meeting, office and event space. They also operate the community box office. Grant programs for FY 2010-11 include College Arts scholarships, donor designated grants, Partners in Excellence grants, and annual operating and program grants. The City of College Station assists with the funding for the Partners in Excellence grants and the operating and program grants. Mr. Dyer presented a brief overview of the annual grant process and timeline, which began in July 2011 and will culminate in October/November 2011. Additional information was presented on the Partners in Excellence grants. Annually, 10-20% of remaining HOT funding is dedicated to this program, with each request limited to \$2,500. He also presented an overview of the impact of grant projects. They distributed \$215,700 to twenty-seven different arts, culture and heritage organizations; an estimated 1.1 million persons were directly impacted. Approximately 4,000 room nights resulted due to the funded programs. 369 new positions were gained. The Arts Council provides board meeting agendas, minutes and financials monthly. A detailed narrative and financial report is provided to the City quarterly. The Arts Council is audited annually by an outside firm. The Arts Council has responded to requests for financial conservatism and reduced their budget over the past several years. Mr. Dyer noted that 43% of their budget is pass-through funding.

3. Presentation, possible action, and discussion regarding a presentation on the real property owned by the City of College Station not being utilized to deliver city services.

Chuck Gilman, Director of Capital Improvements, updated the Council on City land holdings. A map was shown, highlighting properties owned by the City. There are additional properties in northwest Brazos County, not shown on the map, that are owned by the City that were purchased by Water Services for future production. The City also owns property in Robertson County that was purchased for water wells. The map showed properties with municipal uses, property purchased for greenways, as well as properties utilized for drainage, detention ponds, etc. Parks properties were shown, as well as properties owned by the City that are not currently being utilized to deliver city services.

Staff recommendation for Tracts 1-3 is to proceed with the liquidation of those tracts using the most cost effective options available.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Ruesink, the City Council voted five (5) for and none (0) opposed, to liquidate the tracts per staff recommendation. The motion carried unanimously.

Tract 4 is known as the First Street property in Northgate. It encompasses the whole block bounded by Wellborn Road, Louise Avenue, First Street and Church Avenue. Mr. Gilman reported the City purchased 10 lots in 2008 to complete the block. A portion of the property is currently encumbered by long-term lease, but is a significant redevelopment asset. Staff recommends keeping the property until the market improves to ensure a unique diverse development occurs in this block of First Street. Council directed staff to go out for an RFP.

The Chimney Hill Shopping Center was purchased in 2008 for a convention center. Currently, the property has positive cash flow. It is a unique site with 360-degree access, with a strategic location. Redevelopment potential will grow exponentially. If the Council has no desire to construct a convention center in the future, then the property should be liquidated, utilizing a broker or by RFP. Council consensus was to get more information on the Chimney Hill property on the cost for remediation. Council also directed staff to go out for an RFP.

The Holleman tract has already received direction from the Council, and staff is moving forward on that.

Tracts 7-9 were acquired along the Krenk Tap corridor for municipal facilities as approved by the citizens of College Station. Staff recommendation is to keep the properties to allow for future construction of municipal facilities along the Krenk Tap corridor. Council agreed with staff's recommendation.

Tract 10 was purchased in 2003 to re-locate the intersection of Barron Road and State Highway 6. Staff recommends keeping Tract 10 in place, as it is, until the extension of Barron Road East is complete. Council agreed with staff's recommendation.

Spring Creek is the second phase of the Business Center at College Station. It is completely master planned and was platted in 2002. It is immediately adjacent to the Medical Corridor. Staff recommends keeping the property until market conditions improve to ensure the City is able to realize the full potential of this property. There are many covenants and restrictions that come with the Business Center. There are stringent site requirements and architectural design standards, and certain land uses are prohibited. The recommendation is to continue seeking opportunities to locate existing or future business operations into the Business Center. Council agreed with staff's recommendation.

The last tract discussed was Tract 15, located on Rock Prairie Road, adjacent to Lick Creek Park. This is true surplus property, and staff recommends liquidating it. Council agreed with staff's recommendation, but also directed staff to go out for an RFP.

4. Council Calendar

- **August 4 Planning & Zoning Commission Meeting in Council Chambers at 6:00 p.m.**
- **August 5-6 2011 Newly Elected City Officials' Orientation in Austin at 8:00 a.m.**
- **August 10 Brazos Valley Food Bank "Celebrity Server" at Brazos Center, 11:00 a.m.**
- **August 11 City Council Budget/Workshop/Regular Meeting at 3:00 p.m. & 7:00 p.m.**

The calendar was discussed.

5. Presentation, possible action, and discussion on future agenda items: a Council Member may inquire about a subject for which notice has not been given. A statement of specific

factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

No items were proposed.

6. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BVSWMA, BVWACS, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Mayor's Development Forum, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments.

There were no reports.

7. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, the College Station City Council convened into Executive Session at 5:05 p.m. on Monday, July 25, 2011 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- Clancey v. College Station, Glenn Brown and Kathy Merrill, Civil Action No. 09-CV-01480
- Rachel Rahn v. Alma Martinez, The Arkitex Studio, Inc. et al, cause No. 09-000656-CV361
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023
- Ongoing criminal investigation of municipal court missing funds
- Claim related to 9254 Brookwater

B. Consultation with Attorney to seek legal advice; to wit:

- Legal issues regarding possible revenue sharing and legislation in bio-corridor

The Executive Session adjourned at 6:07 p.m. on Monday, July 25, 2011.

No action was required from Executive Session.

8. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:33 p.m. on Monday, July 25, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
JULY 25, 2011

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz, absent
Dave Ruesink

City Staff:

David Neely, City Manager
Kathy Merrill, Assistant City Manager
Frank Simpson, Assistant City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Shelley Major, Records Management Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:01 p.m. on Monday, July 25, 2011 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. Pledge of Allegiance, Invocation, consider absence request.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Ruesink, the City Council voted six (6) for and none (0) opposed, to accept the absence request from Councilmember Schultz. The motion carried unanimously.

• **Citizen Comments**

There were no citizen comments.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for July 12, 2011 Retreat, and July 14, 2011 Workshop and Regular Council Meeting.

2b. Presentation, possible action, and discussion to adopt Resolution 07-25-11-2b, awarding a construction contract to Allstate Signal and Construction in the amount of \$276,591.75.

2c. Presentation, possible action, and discussion regarding ratification and approval of expenditures in a total amount not to exceed \$55,000.00 for FY11 for the purchase of Westlaw online research services and printed materials from West Group for the City's Legal Department.

2d. Presentation, possible action, and discussion to adopt Resolution 07-25-11-2d, awarding a construction contract for the Victoria Avenue Extension Project to Knife River, Inc. in the amount of \$1,804,427.41.

2e. Presentation, possible action, and discussion regarding adopting Resolution 07-25-11-2e, reducing the Cemetery Committee size from nine to seven members as per the current Cemetery Committee's recommendation.

2f. Presentation, possible action, and discussion regarding the adoption of Resolution 07-25-11-2f, adopting the Community Development Department's FY 2012 (PY 2011) Action Plan and Budget.

Item 2f was pulled from the Consent Agenda.

MOTION: Upon a motion made by Councilmember Lyles and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, less item 2f. The motion carried unanimously.

(2f)MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted five (5) for and one (1) opposed, to adopt Resolution 07-25-11-2f, adopting the Community Development Department's FY 2012 (PY 2011) Action Plan and Budget. The motion carried unanimously.

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding the impacts of Senate Bill100 and its effects on future City elections.

At approximately 7:19 p.m., Mayor Berry opened the Public Hearing.

Lynn McIlhaney, 2022 Oakwood Trail, chair of the Citizens Charter Review Commission, presented the Council with their recommendation to go to four-year terms in May of odd-numbered years and to change Article III, Section (f) to term limits of eight consecutive years.

They felt strongly that council positions are non-partisan, and those races and other elections could get lost in party debate. They also believe this should be the only amendment on the November 2011 to have time to educate the public on other charter issues. Since ballot language must be given to the County Clerk by August 12, there is not ample time to educate on their other recommendations.

Brian Bochner, 5111 Bellerive Bend, reported that the undervote in the last two November elections was 15-25%. So even though there could be a bigger turnout, many don't vote in local races, and we would lose that advantage. At each election we could be electing about half the members, but we would still have continuity and have a longer term view, benefiting the community. Also, there would be half the election cost with elections every two years. Going to odd-years, wouldn't have to purchase voting equipment

Bernice Lewis, 4605 St. Andrews, stated that she has worked with elections for fourteen years. She has conducted primary elections and worked with county elections, as well. Each year she sees the primary expenses creep up more and more. If primary expenses are going up, then county expenses are going up as well. If the City stays with May elections, the cost will be exorbitant because of having to purchase equipment, increased payroll, storage and maintenance. The most fiscally responsible way is to go to November elections, which is a cost sharing thing. The expense would be low compared to running our own elections. The City would save money in every way.

Maggie Charleton, 1611 Treehouse Trail, stated that Senate Bill 100 is going to change the way we do City and school elections. It opens up the possibility of bringing in partisan politics into city and school election. Local issues need to be discussed, not piggy-backing onto state and national politics. She asked the Council to maintain the non-partisan nature of our City and school elections. We need, as a community, to discuss the issues that are important to our community. Changing the charter to adjust the length of terms of office seems to be the best option.

Jerry Cooper, 602 Bell Street, said there was another possibility to consider. We could keep our election in May, but put it on the date of the primary run-off election. He is sure, considering the position legislature has put the City in, that the Secretary of State would provide an exception or waiver. If there is no runoff, then it becomes totally our election. Keeping election in May allows us to have the election before budget considerations. If elections are in November, he Council would be making a budget when members are going out of office. He asked the Council to avoid November at all costs, if possible. Three-year staggered terms works extremely well. The fourth Tuesday in May is the best option.

Anne Hazen, 1309 Wilshire, said she does not support changing the month of our election. Council will take off just after election for the holiday season. It will be hard to get people to run in the fall because of football season. We will be competing with state and federal race for time. National parties will confuse the local issues. She recommends that we stay in May and go back to punch cards.

David Woodcock, 1511 Wolf Run, stated his support of four-year staggered terms in May of odd-numbered years.

Sherry Ellison, 2705 Brookway, said that two-year terms are not anything we should get into. There is the potential to lose so much knowledge. It is important that positions be done in staggered terms. It is also important the elections not be partisan; they should be focused on local issues. She asked that the Charter Commission be continued into 2013 if the Commission's recommendation is accepted.

There being no further comments, the Public Hearing was closed at 7:44 p.m.

Councilmember Fields moved to accept the City Secretary's option to remain with three-year staggered terms and moving to the November uniform election date. The motion failed for lack of a second.

At approximately 8:38 p.m., Mayor Berry re-opened the Public Hearing.

Parviz Vessali, 110 Pershing, stated that the costs of elections concern him. November elections are his choice. He gives more credit to the people that partisan elections will not happen again. Voter turnout in November is higher and gives voters more choices and items to do. He recommends keeping three-year terms. Two years is not enough, and four-year terms with two term limits of eight years are too long.

Patrick Gendron, 205 Lampwick Circle, clarified there will be not be elections in May 2012, and this condenses the time to do anything by November 2011. The earliest time for charter amendment election is November 2012. So November 2013 is just waiting one more year. The general consensus of the Commission was the hubbub of November elections and getting lost in the national and state races. College Station can set the precedence on this issue. The Commission likes the three-year terms, and the second best is four-year terms in May of odd-numbered years. If we do this, it is probable that Bryan and the schools will follow suit.

There being no further comments, the Public Hearing was closed at 8:50 p.m.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted one (1) for and five (5) opposed, with Mayor Berry and Councilmembers Brick, Mooney, Lyles and Ruesink voting against, to remain with three-year staggered terms and moving to the November uniform election date. The motion failed.

Councilmember Mooney requested the Commission to look at the issue of recall for inclusion on a possible November 2011 Charter Amendment Election.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to bring this item back at a Special Meeting on Monday, August 8, 2011 for a Public Hearing at 7:00 p.m. The motion carried unanimously.

2. Presentation, possible action, and discussion on recommendations by the Sunset Review Commission, and appointing Councilmembers to boards and commissions.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Ruesink, the City Council voted six (6) for and none (0) opposed, to accept the report and Sunset as recommended. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to appoint Councilmember Mooney to the Audit Committee. The motion carried unanimously.

3. Adjournment.

There being no further business, the Mayor adjourned the Regular Meeting of the City Council at 9:47 p.m. on Monday, July 25, 2011.

Nancy Berry, Mayor

ATTEST:

Sherry Mash burn, City Secretary

August 11, 2011
Consent Agenda Item No. 2b
Purchase of Transformer Fire Barriers

To: David Neeley, City Manager

From: David Massey, Director of Electric Services

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a construction contract with Marek Brothers Construction for fire barriers to protect the transformers at Post Oak Substation and authorizing the expenditure of funds, in and amount not to exceed \$181,900.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation: Staff recommends approval of the purchase of the Pre-cast Refractory Firewalls from Marek Brothers Construction in the amount of \$181,900.00. This purchase has been competitively bid and awarded and satisfies any State law requirement relating to competitive bids or proposals.

Summary: In 2010, an audit by the City of College Station insurance company indicated that CSU needed to improve the protection for the Distribution Transformers at Post Oak substation. The transformers were judged as being too close to each other in the case of fire. With the current design layout of the transformers in Post Oak substation, if one transformer were to begin to burn it would quite likely result in the loss of all three transformers. In an effort to reduce that possibility the most cost effective method to protect the transformers was deemed to be the construction of refractory based fire barriers between the transformers.

Budget & Financial Summary: Funds for this project were budgeted for and approved in the FY11 Capital Projects Budget (\$300,000). This project will come in significantly below the projected amount initially proposed.

Substation Maintenance: WF 1343781 /1 & /2 211-9111-972-50-40 EDWOC

Attachment:

1. Resolution
2. Bid Tab

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR FIRE BARRIERS TO PROTECT THE TRANSFORMERS AT POST OAK SUBSTATION AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction of two refractory based fire barriers at the CSU Post Oak substation; and

WHEREAS, the selection of Marek Brothers Construction is being recommended as the lowest responsible bidder for the construction of two refractory based fire barriers at the CSU Post Oak substation; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that Marek Brothers Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Marek Brothers Construction for \$181,900.00 for the labor, materials and equipment required for the installation of the Post Oak substation Fire Barrier Project.

PART 3: That the funding for this Contract shall be as budgeted from the College Station Utilities Capital Improvement Fund, Electric Department, in the amount of \$181,900.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2011.

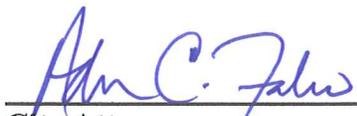
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney



City of College Station - Purchasing Division
Bid Tabulation for #11-95
"Post Oak Fire Barriers"
Open Date: Wednesday, July 7, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Marek Brothers Construction, Inc. (College Station, TX)		Bryan Construction Company (Bryan, Tx)		Dudley Construction (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1	1	LS	Foundation Installed (Group A1-A2)	\$36,000.00	\$36,000.00	\$64,100.00	\$64,100.00	\$65,000.00	\$65,000.00
2	1	LS	Firewall (Group B Materials)	\$130,163.00	\$130,163.00	\$143,800.00	\$143,800.00	\$157,000.00	\$157,000.00
3	1	LS	Install Firewall (Group B Labor)	\$11,243.00	\$11,243.00	\$14,100.00	\$14,100.00	\$11,500.00	\$11,500.00
4	1	LS	Ground Grid Modifications (Group C Materials)	\$4,494.00	\$4,494.00	\$6,200.00	\$6,200.00	\$7,500.00	\$7,500.00
5	1	LS	Total Owner-Furnished Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1	LS	Total Materials Ordered by Owner but not Delivered	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total COCS 138KV Post Oak Substation ARC Blast Firewalls (Bonded Amount)				\$181,900.00		\$228,200.00		\$241,000.00	
Certification of Bid				✓		✓		✓	
Acknowledged Addendums				✓		✓		✓	
Bid Bond				✓		✓		✓	

NOTES:



City of College Station - Purchasing Division
Bid Tabulation for #11-95
"Post Oak Fire Barriers"
Open Date: Wednesday, July 7, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Marek Brothers Construction, Inc. (College Station, TX)		Bryan Construction Company (Bryan, Tx)		Dudley Construction (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1	1	LS	Foundation Installed (Group A1-A2)	\$36,000.00	\$36,000.00	\$64,100.00	\$64,100.00	\$65,000.00	\$65,000.00
2	1	LS	Firewall (Group B Materials)	\$130,163.00	\$130,163.00	\$143,800.00	\$143,800.00	\$157,000.00	\$157,000.00
3	1	LS	Install Firewall (Group B Labor)	\$11,243.00	\$11,243.00	\$14,100.00	\$14,100.00	\$11,500.00	\$11,500.00
4	1	LS	Ground Grid Modifications (Group C Materials)	\$4,494.00	\$4,494.00	\$6,200.00	\$6,200.00	\$7,500.00	\$7,500.00
5	1	LS	Total Owner-Furnished Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1	LS	Total Materials Ordered by Owner but not Delivered	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total COCS 138kV Post Oak Substation ARC Blast Firewalls (Bonded Amount)				\$181,900.00		\$228,200.00		\$241,000.00	
Certification of Bid				✓		✓		✓	
Acknowledged Addendums				✓		✓		✓	
Bid Bond				✓		✓		✓	

NOTES:

August 11, 2011
Consent Agenda Item No. 2c
Semi-Annual Blanket for Type D Hot Mix Asphaltic Concrete
and Emulsion Installed

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a construction contract with Knife River for the Semi-Annual Blanket Type D Hot Mix Installed Concrete Project and authorizing the expenditure of funds, in a amount not to exceed \$408,000.

Relationship to Strategic Goals: Goal I: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff recommends approval of the contract

Summary: Bids for the Semi-Annual Blanket Type D Hot Mix Asphaltic Concrete and Emulsion Installed were received on July 15, 2011. Knife River and Brazos Paving, Inc responded to the Invitation to Bid (ITB). Staff recommends the contract for Item 1 and Item 2 be awarded to the low bidder, Knife River.

This contract is used for placing a mat of 1.5 to 2 inches of hot mix asphalt for the renewal of the pavement surface of an asphalt street. In cases where several base failure repairs have been made on a collector or arterial street, a mat of hot mix asphalt is used to seal the street and improve the driving surface of the street. The emulsion is used as a tack coat to seal the surface of sections that need additional bonding for the hot mix asphalt. This service, along with the Department's ability to apply hot mix asphalt with City equipment and crews on smaller sections of residential streets is a major tool in providing longer life to asphalt streets.

Budget & Financial Summary: Funding for the Semi-Annual Blanket Purchase Order for the Installation of Hot Mix Asphalt Concrete is provided from the operating budget of the Street Maintenance Division.

Attachments:

1. Tabulation of Bid No. 11-105
2. Resolution



City of College Station - Purchasing Department
Bid Tabulation for #11-105
"Semi-Annual Type D Hot Mix Installed"
Open Date: Friday, July 15, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Knife River		Brazos Paving, Inc.	
				UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	5000	tons	Asphalt Concrete, Hot Mix Installed	\$80.80	\$404,000.00	\$90.12	\$450,600.00
2	1250	gallons	Emulsion Installed	\$3.20	\$4,000.00	\$3.75	\$4,687.50
GRAND TOTAL				\$408,000.00		\$455,287.50	
Certification from bid package				✓		✓	
Bid bond				✓		✓	
Prompt Payment Discount				0%		0%	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE SEMI-ANNUAL BLANKET TYPE D HOT MIX INSTALLED CONCRETE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Semi-Annual Blanket Type D Hot Mix Installed Concrete Project; and

WHEREAS, the selection of Knife River is being recommended as the lowest responsible bidder for the construction services related to the installation of Type D Hot Mix Concrete; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That the City Council hereby finds that Knife River is the lowest responsible bidder.
- PART 2:** That the City Council hereby approves the contract with Knife River for \$408,000.00 for the labor, materials and equipment required for the improvements related the Semi-Annual Blanket Type D Hot Mix Installed Concrete Project.
- PART 3:** That the funding for this Contract shall be as budgeted from the General Fund, Street Maintenance Division, in the amount of \$408,000.00.
- PART 4:** That the City Council hereby authorizes the City Manager to execute this Contract.
- PART 5:** That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2011.

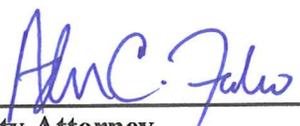
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney



City of College Station - Purchasing Department
Bid Tabulation for #11-105
"Semi-Annual Type D Hot Mix Installed"
Open Date: Friday, July 15, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Knife River		Brazos Paving, Inc.	
				UNIT COST	TOTAL PRICE	UNIT COST	TOTAL PRICE
1	5000	tons	Asphalt Concrete, Hot Mix Installed	\$80.80	\$404,000.00	\$90.12	\$450,600.00
2	1250	gallons	Emulsion Installed	\$3.20	\$4,000.00	\$3.75	\$4,687.50
GRAND TOTAL					\$408,000.00		\$455,287.50
Certification from bid package				✓		✓	
Bid bond				✓		✓	
Prompt Payment Discount				0%		0%	

August 11, 2011
Consent Agenda Item No. 2d
Project Number WF1129844, WF1352985
Carter Creek Wastewater Treatment Plant Laboratory and SCADA Building
Construction Contract and Contingency Transfers

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving a construction contract with G.W. Williams, Inc. and authorizing the expenditure of funds, in an amount not to exceed \$1,066,051.13, for the Carter Creek Wastewater Treatment Plant Laboratory and SCADA Building; and consider approval of transfers in the amount of \$20,077 from the Water Capital Improvement Projects Fund contingency and \$101,913 from the Wastewater Capital Improvements Projects Fund contingency.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff recommends approval of this resolution and recommends approval of the contingency transfers.

Summary: The scope of this project is the construction of a 2,994 square feet laboratory and Supervisory Control and Data Acquisition (SCADA) building, a 1,372 linear feet 8-inch water line, and associated site improvements. SCADA is the electronic and monitoring system the Water Services Department uses to control its wells, lift stations, pump stations, elevated storage tanks, and wastewater treatment plants. Currently, both Water Services Department environmental laboratory and the SCADA server room are housed in buildings that do not meet appropriate standards. Since both systems require a clean, climate controlled environment, staff sought the solution of combining both in a single building. In addition to the building, this project includes the construction of an offsite water line. The water line will provide the necessary fire flow needed based on the size and materials of the proposed building.

Budget & Financial Summary: Funds in the amount of \$1,165,087 are currently budgeted in the Wastewater Capital Improvement Projects Fund for this project and funds in the amount of \$106,923 are currently budgeted in the Water Capital Improvement Projects Fund for this project. A total of \$247,570 of Wastewater Capital funds and \$30,656 of Water Capital funds have been expended or committed to date. Based on the construction bids received, additional budget will be needed for these projects. If approved, budget in the amount of \$101,913 from the Wastewater Capital Improvement Projects Fund contingency and \$20,077 from the Water Capital Improvement Projects Fund contingency will be transferred to this project. Contingency transfers greater than \$15,000 need Council approval. The revised project budgets will be \$1,267,000 (Wastewater) and \$127,000 (Water).

Attachments:

1. Resolution
2. Bid Tabulation
3. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE CARTER CREEK WASTEWATER TREATMENT PLANT LABORATORY AND SCADA BUILDING.

WHEREAS, the City of College Station, Texas, solicited bids for the construction of the Carter Creek Wastewater Treatment Plant Laboratory and SCADA Building Project; and

WHEREAS, the selection of G.W. Williams, Inc. is being recommended as the lowest responsible bidder; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that G.W. Williams, Inc. is the lowest responsible bidder

PART 2: That the City Council hereby approves the contract with G.W. Williams, Inc. for an amount not to exceed \$1,066,051.13 for the labor, materials and equipment required for the improvements related to the Carter Creek Wastewater Treatment Plant Laboratory and SCADA Building Project.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Capital Improvement Projects Fund in the amount of \$975,699.33 and the Water Capital Improvement Projects Fund in the amount of \$90,351.80.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2011.

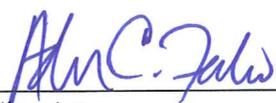
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney



City of College Station - Purchasing Division
 Bid Tabulation for #11-102
 "Carter Creek Lab and SCADA"
 Open Date: Friday, July 15, 2011 @ 2:00 p.m.

Item No.	Quantity	Unit	Description and Unit Price in Words	G.W. William Inc.		Dudor Construction, Ltd.		Bryan Construction Co.		Midland Construction		Qual-Tec Construction, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	LS	Traffic Control, complete in place, in full accordance with the Technical Specifications	\$1,980.00	\$1,980.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,625.00	\$1,625.00	\$1,732.00	\$1,732.00
2	1	LS	Modulization, complete in place, in full accordance with the Technical Specifications	\$1,980.00	\$1,980.00	\$31,500.00	\$31,500.00	\$50,000.00	\$50,000.00	\$4,285.00	\$4,285.00	\$4,042.00	\$4,042.00
3	470	SY	Removal of Existing Concrete, complete in place in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$20.90	\$9,823.00	\$10.68	\$5,019.60	\$8.51	\$3,999.70	\$8.66	\$4,070.20	\$9.24	\$4,342.80
4	215	SY	Additional Removal of Existing Formwork, complete in place, in full accordance with the Technical Specifications. This is a contingent item and shall be executed only if authorized in writing by Owner's Representative.	\$15.62	\$3,358.70	\$10.68	\$2,296.80	\$8.51	\$1,829.85	\$8.64	\$2,039.40	\$9.24	\$2,171.40
5	0.2	AC	Concrete and Grouting, complete in place, in full accordance with the Technical Specifications	\$3,258.20	\$651.64	\$4,249.39	\$849.88	\$5,000.00	\$1,000.00	\$4,315.00	\$863.00	\$4,620.00	\$924.00
6	1,815	LF	Trench Safety, complete in place and including the Trench Safety Plan and all necessary shoring, in full accordance with the Technical Specifications	\$1.32	\$2,398.80	\$1.21	\$2,196.15	\$0.28	\$508.20	\$1.62	\$2,940.30	\$1.73	\$3,139.95
7	60	LF	Excavation, including Trenching and Assessment of Strata Boring, Testing, and Jacked, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$300.09	\$12,005.40	\$153.92	\$8,035.20	\$183.33	\$10,999.80	\$162.40	\$9,744.00	\$173.25	\$10,395.00
8	1,040	SY	Flexible Base Crushed Limestone, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$11.61	\$12,069.20	\$14.89	\$15,485.60	\$11.44	\$11,897.60	\$12.79	\$13,301.60	\$9.24	\$9,609.60
9	1,040	SY	Lime Stabilization, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$9.46	\$9,838.40	\$10.62	\$11,044.80	\$6.63	\$6,895.20	\$6.78	\$7,051.20	\$7.22	\$7,508.80
10	1,040	SY	Hot Mix Asphaltic Concrete Pavement, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$12.10	\$12,584.00	\$14.38	\$14,955.20	\$12.21	\$12,698.40	\$12.39	\$12,885.60	\$13.28	\$13,811.20
11	775	LF	Concrete Curb and Gutter, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$16.23	\$12,578.25	\$14.98	\$11,609.50	\$16.65	\$12,903.75	\$16.76	\$12,989.00	\$18.48	\$14,322.00
12	205	LF	Concrete Sidewalk (6" wide x 4" thick), complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$16.79	\$3,441.95	\$20.30	\$4,161.50	\$42.93	\$8,800.45	\$33.67	\$6,902.35	\$34.40	\$7,052.00
13	1.6	AC	Hydro-Mulch Seeding, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$3,062.50	\$3,300.00	\$1,373.56	\$2,197.70	\$1,313.00	\$2,100.80	\$1,681.25	\$2,690.00	\$1,805.00	\$2,888.00
14	225	LF	07' manhole, open end, complete in place, including all fringing, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$33.49	\$5,285.25	\$11.28	\$2,538.00	\$16.44	\$3,699.00	\$18.04	\$4,059.00	\$6.65	\$1,496.25
15	1,370	LF	07' manhole, open end, complete in place, including all fringing, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$47.85	\$65,554.30	\$29.48	\$40,387.60	\$11.33	\$43,196.10	\$48.46	\$66,390.20	\$51.81	\$70,979.70
16	2	EA	Manit Line Valve Construction of 2-inch gate valve and box, complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$537.40	\$1,174.80	\$551.48	\$1,102.96	\$550.00	\$1,100.00	\$406.00	\$812.00	\$196.50	\$393.00
17	4	EA	Fire Hydrants complete in place, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$1,355.20	\$5,420.80	\$1,245.96	\$4,983.84	\$1,575.00	\$6,300.00	\$977.00	\$3,908.00	\$1,039.50	\$4,158.00
18	1	EA	Construction of 24-inch diameter concrete pipe, including all fringing, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$4,975.30	\$4,975.30	\$3,215.63	\$3,215.63	\$2,100.00	\$2,100.00	\$5,430.00	\$5,430.00	\$5,775.00	\$5,775.00
19	220	LF	07' manhole, open end, complete in place, including all fringing, in full accordance with the Technical Specifications and as shown on the Construction Drawings	\$19.58	\$4,307.60	\$10.87	\$2,391.40	\$31.26	\$6,899.20	\$17.76	\$3,907.20	\$19.45	\$4,279.00



City of College Station - Purchasing Division
 Bid Tabulation for #11-102
 "Carter Creek Lab and SCADA"
 Open Date: Friday, July 15, 2011 @ 2:00 p.m.

Item No.	Quantity	Units	Description and Unit Price in Words	C.W. Williams, Inc.		Dudley Construction, Ltd.		Bryan Construction Co.		Madison Construction		Quad-Tec Construction, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
20	1	EA	Completion of proposed main sanitary sewer service line to existing manhole at Carter Creek Wastewater Treatment Plant, complete in place in full accordance with the Technical Specifications and as shown on the Construction Drawings.	\$489.50	\$489.50	\$822.08	\$822.08	\$900.00	\$900.00	\$3,248.00	\$3,248.00	\$173.00	\$173.00
21	1	LS	Construction of all components associated with proposed Carter Creek Wastewater Treatment Plant Laboratory building including but not limited to: foundation, framing, exterior walls, roof, interior walls, floor, ceiling, mechanical, electrical, plumbing, and fire protection systems in accordance with the Technical Specifications and as shown on the Construction Drawings, including Base Bid Items 1 through 21, 26 and 27.	\$861,475.04	\$861,475.04	\$893,298.00	\$893,298.00	\$880,700.00	\$880,700.00	\$930,345.00	\$930,345.00	\$1,101,992.70	\$1,101,992.70
22	1	LS	Allowance for three (3) percent (%) of the sum of the Contractor's bid amount for base bid Items 1 through 21. This is a contingent item and shall be executed only if authorized in writing by Owner's Representative.	\$31,050.00	\$31,050.00	\$31,764.14	\$31,764.14	\$32,100.00	\$32,100.00	\$32,969.31	\$32,969.31	\$33,059.78	\$33,059.78
TOTAL BASE BID													
				\$1,066,051.13	\$1,066,051.13	\$1,090,568.57	\$1,090,568.57	\$1,102,298.25	\$1,102,298.25	\$1,132,446.36	\$1,132,446.36	\$1,304,245.18	\$1,304,245.18
Bid Bond				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Certification				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Acknowledged Addendums				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

CARTER CREEK WASTEWATER TREATMENT PLANT LAB AND SCADA BUILDING



August 11, 2011
Consent Agenda Item No. 2e
Chimney Hill Clean-out and Asbestos Abatement

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution for asbestos abatement and debris removal from unoccupied areas in the Chimney Hill Retail Plaza in the amount of \$49,961.00.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Approval of resolution.

Summary: Chimney Hill Retail Plaza has asbestos containing material, trash, and debris in some areas of the unoccupied portion of the building. Bids were solicited for asbestos abatement and clean-up of these areas. Four bidders responded with Mustang Remediation submitting the lowest bid.

The week of May 23, 2011 Mustang Remediation cleaned a section of the building in order to lease the space. The cost of that clean-up was \$9,539.00.

The remainder of the space needs to be cleaned. Mustang Remediation's quote of \$49,961.00 for the remainder plus work already performed brings the final cost of the project to \$59,500.00.

Budget & Financial Summary: Funds are available in the Chimney Hill Fund from the lease revenues that have been collected from the tenants at this property.

Attachments:

1. Resolution
2. Bid Tab #11-49
3. Mustang Remediation Quote

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE CHIMNEY HILL ASBESTOS ABATEMENT AND DEBRIS REMOVAL PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Chimney Hill Asbestos Abatement and Debris Removal Project; and

WHEREAS, the selection of Mustang Remediation, LLC is being recommended as the lowest responsible bidder for the construction services related to asbestos abatement and debris removal now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby finds that Mustang Remediation, LLC is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Mustang Remediation, LLC for \$49,961.00 for the labor, materials and equipment required for the improvements related the Chimney Hill Asbestos Abatement and Debris Removal Project.

PART 3: That the funding for this contract shall be as budgeted from the Chimney Hill Fund, Facilities Maintenance Division, in the amount of \$49,961.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2011.

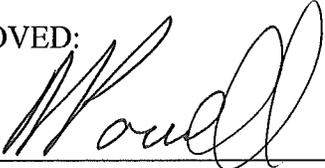
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney



City of College Station - Purchasing Division
Bid Tabulation for #11-49
"Chimney Hill Shopping Center Clean-out"
Open Date: Wednesday, April 13, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Robles Service Group (Cibolo, TX)		Albo Construction, LLC (Bryan, TX)		Mustang Remediation, LLC (Birmingham, AL)		Clean Air Remediation Environment Service (Mesquite, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID (+), (0), (-) or NB											
The City will consider (+) based bids, (0) based bids and (-) negative based bids.											
Definitions:											
»(+) positive based bid - where the Contractor agrees to pay the City the amount indicated.											
»(0) zero based bid - where the Contractor agrees to remove and properly dispose of all non-real property, debris, litter, tiles, insulation and ACM at no cost to the City of College Station.											
»(-) negative based bid - where the Contractor wishes payment from the City for the removal and proper disposal of all non-real property, debris, litter, tiles, insulation and ACM.											
»NB - No Bid											
1	1	LS	Totally clean site, remove and properly dispose of all non-real property, trash, debris from Suite 102, 102A, 103, 104, 105, 300, 300A, 301, 302 and the former Shakes kiosk. All damaged asbestos containing materials (ACM) shall be properly removed and disposed by a Department of State Health Services (DSHS) asbestos abatement contractor prior to cleaning out the building. Removal and disposal of carpeting in 300, 300A and 301 is also required.	-\$89,800.00	-\$89,800.00	-\$29,868.00	-\$29,868.00	-\$28,100.00	-\$28,100.00	-\$35,000.00	-\$35,000.00
UNIT PRICING FOR ADDITIONAL WORK											
2	1	SF	Floor covering (Floor Tile and Black Mastic)	\$1.65	\$1.65	\$2.00	\$2.00	\$1.50	\$1.50	\$5.00	\$5.00
3	1	SF	Black Mirror Mastic	\$2.00	\$2.00	\$3.00	\$3.00	\$1.00	\$1.00	\$15.00	\$15.00
4	1	SF	Linoleum	\$2.95	\$2.95	\$2.25	\$2.25	\$2.85	\$2.85	\$5.00	\$5.00
ALTERNATE BID											
5	1	LS	Abate and properly dispose of all identified asbestos-containing materials, 12" x 12" floor tile and black floor tile mastic (some multi-layered, under carpeting and ceramic tile), 25,780 SF throughout Suite 300 and 300A (Bars), linoleum 60 SF Suite 102 - restroom sink undercoating 1 sink Suite 102A counter sink, black mirror mastic 1,127 SF Suite 300 and 300a bars, restrooms and halls.	\$45,917.00	\$45,917.00	\$54,941.00	\$54,941.00	\$31,500.00	\$31,500.00	\$59,375.00	\$59,375.00
Total number of calendar days to substantial completion:				42		30		30		30	
Certification of Bid				✓		✓		✓		✓	
Acknowledged Addendums (2)				✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓	

Note: A 5th bid was received; however, it was not tabulated and will not be considered as it did not include the required 5% bid security



- Asbestos Abatement
- Lead Abatement
- Demolition
- Hazardous Material Removal

Date: 7.8.11

Client: City of College Station

RE: Chimney Hill Shopping Center

To Whom It May Concern:

Mustang Remediation is pleased to provide this quote for the following environmental services. If you have any questions in regard to the scope of this quotation please address them to undersigned estimator or project manager. Upon request, Mustang Remediation can provide a copy of our standard insurance and bonding capacities. Again, Mustang Remediation is pleased to provide you this quotation for the scope of your current project, please note Mustang also provides asbestos abatement, structural and interior demolition, lead abatement, and hazardous waste removal.

As per state regulations this proposal does not include third party air monitoring fees. This proposal does not include Department of State Health Services, DSHS, and asbestos removal unit (ARU) fee. This proposal unless otherwise noted does not include state, federal or local sales tax.



- Asbestos Abatement
- Lead Abatement
- Demolition
- Hazardous Material Removal

Quotation

Client: City of College Station

Contact: Charles McLemore

Scope: Removal, Clean out & Asbestos Abatement as per bid #11-49. Break out pricing as follows:

Original Base bid amount: \$28,100.00

Suite 302: **-\$9,539.00** (already completed and billed)

Suite 100 & 105: **-\$1,600.00** (removal from scope)

Suites 102, 102A 103, 104, 300, 300A, & 301: \$16,961.00

Additional Mobilization & dumpster drop: \$1,500.00

New Base Bid Amount: \$18,461.00

Alternate Bid Amount: \$31,500.00 (remains the same, no change to scope)

Total: \$49,961.00

Project Duration: 25 days

This quotation is valid for 90 days.

Thank you for the opportunity to bid.

Jeff Young

jeffyoung@mustangremediation.com

Office: 800.417.4920

Fax: 800.417.4970

Cell: 713.542.4073

Mustang Remediation, LLC

August 11, 2011
Consent Agenda Item No. 2f
Resolution to Approve Preliminary Official Statements

To: David Neeley, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving Notice of Sale and Bidding Instructions Preliminary Official Statement, and related materials for the sale of "City of College Station, Texas General Obligation Improvement Bonds, Series 2011" and "City of College Station, Texas Certificates of Obligation, Series 2011", including selection of a date for opening bids.

Recommendation(s): Council's approval of the attached resolution approving the Notices of Sale, and the Preliminary Official Statements, with the Official Statements to be approved at the time of the actual sale of the GOs, and COs on August 25, 2011.

Summary: This is the next step in the process for the City to issue long term debt for capital projects. The City Council is authorized to approve the issuance of Certificates of Obligation (COs) after approving a resolution directing notices to be published of the intent to issue the COs and General Obligation Bonds as approved by voters in an election held for that purpose.

The bond sales will occur on August 25, 2011 and at that time the City Council will consider the ordinances authorizing the issuance of the General Obligation Bonds, and Certificates of Obligation.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget. The City primarily uses two types of debt instruments to fulfill those requirements:

1. General Obligation Bonds (GOBs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. GOBs are authorized by the voters and therefore the notice is provided in the election process.
2. Certificates of Obligation (COs) normally include at least one additional revenue stream such as utility revenues, but are considered to be much like GOBs and therefore normally receive a rating similar to GOBs. Our policy for issuing CO's allows more flexibility in their issue than GOBs, particularly when other revenues are anticipated to assist in debt service.

The General Obligation debt issue is planned to provide resources for street and park improvements. The GO Bonds total \$1,960,000.

The Certificates of Obligation debt issue is planned to provide resources for electric and wastewater improvements and debt issuance costs. The CO Bonds total \$7,935,000.

Budget & Financial Summary: Staff reviewed the impact of these debt issues on the City's ability to meet debt service requirements and the effect they may have either on ad valorem tax or utility rates.

Attachments:

1. Resolution Approving Notices of Sale, Preliminary Official Statements and related materials for the Sale of "City of College Station, Texas General Obligation Improvements Bonds, Series 2011", and "City of College Station, Texas Certificates of Obligation, Series 2011" including selection of a date for opening bids.
2. GO & CO project list.
3. Preliminary Official Statement dated August 2011, General Obligation bonds, Series 2011 and Certificates of Obligation, Series 2011. **(Available in City Secretary's Office)**
4. Notice of Sale and Bidding Instructions, General Obligation Bonds, Series 2011. **(Available in City Secretary's Office)**
5. Notice of Sale and Bidding Instructions, Certificates of Obligation, Series 2011. **(Available in City Secretary's Office)**

RESOLUTION NO. _____

RESOLUTION APPROVING NOTICE OF SALE AND BIDDING INSTRUCTIONS, PRELIMINARY OFFICIAL STATEMENT, AND RELATED MATERIALS FOR THE SALE OF "CITY OF COLLEGE STATION, TEXAS GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2011" AND "CITY OF COLLEGE STATION, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2011", INCLUDING SELECTION OF A DATE FOR OPENING BIDS

WHEREAS, the City Council (the "Council") of the City of College Station, Texas (the "City") has determined that it is in the best interest of the City to issue its General Obligation Improvement Bonds, Series 2011 in the principal amount of \$1,960,000, and its Certificates of Obligation, Series 2011 in the principal amount of \$7,935,000 (collectively, the "Obligations") for purposes described in the documents described below;

WHEREAS, the City's Chief Financial Officer, the City's Financial Advisor, and the City's Bond Counsel are prepared to distribute necessary documents for such sale on a competitive bid basis;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

1. The Official Notice of Sale and Bidding Instructions, including the Official Bid Forms, and the Preliminary Official Statement for each series of Obligations, substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, and the Chief Financial Officer of the City and the City's Financial Advisor are authorized to distribute such documents among entities which would be interested in bidding on the Obligations and other interested persons.

2. The Chief Financial Officer of the City and the City's Financial Advisor are authorized to apply to rating agencies for ratings on the Obligations and to bond insurance companies for possible insurance of the payment of the Obligations and to make presentations to them and provide to such entities the information reasonably requested by them.

3. The Council hereby deems the Preliminary Official Statement to be final in compliance with Rule 15c2-12 of the United States Securities and Exchange Commission.

4. The Council hereby authorizes its advisors, the Chief Financial Officer of the City, and its members to do all things necessary to sell the Obligations on August 25, 2011.

PASSED AND APPROVED THIS 11TH DAY OF AUGUST, 2011.

Nancy Berry, Mayor

Sherry Mashburn, City Secretary

(CITY SEAL)

APPROVED:



McCall, Parkhurst & Horton L.L.P., Bond Counsel

* * *

EXHIBIT A
OFFICIAL NOTICES OF SALE

EXHIBIT B
PRELIMINARY OFFICIAL STATEMENT

2008 General Obligation Bonds

Streets				
	\$	100,000	Sidewalk Improvements	ST1028 7 Yrs
		400,000	Barron Road East/Lakeway	ST1101 7 Yrs
		50,000	RPR West ROW	ST1025 7 Yrs
		150,000	Lick Creek Hike and Bike Trail	ST1104 7 Yrs
Streets Total	\$	<u>700,000</u>		
Parks				
	\$	100,000	Lick Creek Nature Center	PK1102 7 Yrs
		380,000	Neighborhood Parks Improvements	PK0910 7 Yrs
		780,000	Central Park Improvements	PK1001 7 Yrs
Parks Total	\$	<u>1,260,000</u>		
2008 GOB Total	\$	<u>1,960,000</u>		
GOB Total	\$	<u><u>1,960,000</u></u>		

Certificates of Obligation

		1,050,000	General Plant	
		600,000	Overhead System Improvements	
		530,000	Underground System Improvements	
		1,050,000	New Services and System Ext	
		85,000	Residential Street Lighting	
		250,000	Thoroughfare Street Lighting	
		690,000	Distribution	
		480,000	Transmission	
Electric Projects	\$	<u>4,735,000</u>		20 Yrs
	\$	2,700,000	Southwood 5-7	
		75,000	FM 2154 Sewer Line	
		325,000	Lick Creek Miscellaneous Imp	
Wastewater Projects	\$	<u>3,100,000</u>		20 Yrs
Utility CO Subtotal	\$	<u>7,835,000</u>		
Estimated Debt Issuance Costs	\$	100,000		
Certificates of Obligation Total	\$	<u><u>7,935,000</u></u>		
Total Debt Issue	\$	<u><u>9,895,000</u></u>		

**August 11, 2011
Consent Agenda Item No. 2g
BCS Mobility Initiative 2011 Funding**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding an Interlocal Agreement with the Bryan-College Station Metropolitan Planning Organization (MPO) for the funding of the BCS Mobility Initiative for fiscal year 2011.

Relationship to Strategic Goals: Goal I. Financially Sustainable City Providing Response to Core Services and Infrastructure, and Goal II. Green Sustainable City.

Recommendation(s): Staff recommends approval of the Interlocal Agreement with the MPO.

Summary: To get ahead of the congestion curve that is closing in on Bryan/College Station, area leaders came together in 2006 to develop a regional concept for transportation operations in the Brazos Valley. Leaders, staff and transportation stakeholders at the cities of Bryan and College Station; the Bryan/College Station Metropolitan Planning Organization; Brazos County; the local district of the Texas Department of Transportation; Texas A&M University; and the Texas Transportation Institute formed a working group that established priorities to move the mobility initiative forward. One million dollars of federal funding was designated to implement the B/CS Mobility Initiative (BCSMI). The goals of the initiative include improved mobility, safer roadways, greater fuel economy, improved air quality, fewer citizen traffic frustrations, and opportunity of be a model for small city regional transportation management.

To continue initiative, funding from each local partner is needed. The total cost for fiscal year 2011 to support the BCSMI Traffic Management Center is \$150,000. Based on an agreed upon funding formula, the City of College Station's funding portion for fiscal year 2011 is \$40,215. The funds required from each partner agency are provided in the table below. Note that the City of College Station's portion is slightly higher than Bryan's because we have more traffic signals to coordinate.

Partner Agency	Total
TxDOT	\$15,908
Brazos County	\$12,500
City of Bryan	\$38,190
City of College Station	\$40,215
Texas A&M	\$21,593
The District	\$21,593
Total	\$150,000

This Interlocal Agreement is an annual agreement and is for this current fiscal year only. While another Interlocal Agreement for fiscal year 2012 will be sent to Council at a later date, the funds for this anticipated agreement are being proposed in the City's FY 2012 budget.

Per the agreement and the by-laws of the BCSMI, an agency can choose to terminate the agreement through the appropriate process. The result of an organization doing this is a reduction of the BCSMI operating budget and not an increase in the remaining partner's funding portion.

The BCSMI has a published web site that provides:

- current traffic conditions (speeds on major roads);
- construction activities, lane closures, and/or crashes on area roadways;
- camera views observing traffic (traffic detection cameras and pan-tilt-zoom cameras);
- and,
- traffic related tweets from the partners.

The BCSMI provides these tools to improve motorists' information about the roads so they can better plan their activities. With the implementation of planned infrastructure and equipment, agencies will have limited access to control partner agencies' cameras to better address crash responses and improve traffic management. This organization also puts in place a basic agreement to coordinate traffic signal progression across governmental boundaries.

Budget & Financial Summary: The \$40,215 from the City of College Station to support the BCSMI is budgeted and available in the Transportation Safety Fund for FY11.

Attachments:

1. Interlocal Agreement

**Interlocal Agreement
For the Bryan/College Station Metropolitan Planning Organization
and the City of College Station**

This Agreement ("Agreement") is effective as of the date of approval by both parties. This Agreement is between the BRYAN/COLLEGE STATION METROPOLITAN PLANNING ORGANIZATION (hereafter referred to as "MPO") and the CITY OF COLLEGE STATION ("City")

WHEREAS, Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act, authorizes local governments to contract with each other to perform functions or services each party to the contract is authorized to perform individually; and

WHEREAS, City of College Station desires to enter into an Interlocal Agreement to provide funding to operate and maintain the Bryan/College Station Mobility Initiative Traffic Management Center ("BCSMI Traffic Management Center") in the amount of \$40,215 for fiscal year 2010-2011; and

WHEREAS, City of College Station agrees the creation of the BCSMI Traffic Management Center is intended to provide improved coordination of traffic systems and mobility in the community; and

WHEREAS, City of College Station and the MPO agree to work together with the City of Bryan, Brazos County, Texas A&M University, Texas Department of Transportation – Bryan District, and Brazos Transit District (collectively sometimes referred to as "Partners") in the BCSMI Traffic Management Center to operate and maintain a continuing, cooperative and integrated system to manage and improve traffic conditions in the Bryan/ College Station community;

Now, THEREFORE, in consideration of the recitals and mutual covenants made by the MPO and City to fund the BCSMI Traffic Management Center, to be respectively kept and performed, the parties agree as follows:

Section I. Purpose of the Agreement

- 1.1 The purpose of this Agreement is to establish the responsibilities of the MPO and the City regarding the funding, maintenance and operations of the BCSMI Traffic Management Center.

Section II. Term

- 2.1 This Agreement is effective October 1, 2010 and terminates September 30, 2011.
- 2.2 This Agreement may be terminated by the City without cause, provided written notice is provided to the MPO, within thirty (30) calendar days and payment of the unpaid balance due under this Agreement.

Section III. Project Responsibilities

- 3.1 MPO agrees to collect all funds from the Partners, including the City, to use for the BCSMI Traffic Management Center operation and maintenance as set forth in this Agreement and to oversee the work of the Project Manager of the BCSMI Traffic Management Center, which is currently the Texas Transportation Institute. The Project Manager is charged with the following responsibilities:
 - Planning, designing, coordinating the implementation of Regional Concept of Transportation Operations in the Brazos Valley project in conjunction with program participants;
 - Manage, operate and maintain BCSMI Traffic Management Center;
 - Prepare and present BCS Mobility Initiative program Budget to the BCSMI Technical Oversight Committee and MPO Policy Committee;
 - Coordinate and manage program implementation recommendations from Technical Oversight Committee;
 - Coordinate and facilitate the development of standard operating procedures required to implement the policies, programs, and projects associated with the management, operations and maintenance of BCSMI Traffic Management Center;
 - Maintain the Bryan – College Station Regional ITS Architecture document; and
 - Provide an annual briefing to the MPO Policy Committee on the “State of Transportation Operations” in the Bryan/College Station area.

Section IV. Project Costs and Budget

- 4.1 The total cost for fiscal year 2010-2011 to support the BCSMI Traffic Management Center is One Hundred Fifty Thousand and no/1.00 Dollars

Bryan, TX 77802

City of College Station: Mayor Nancy Berry
PO Box 9960
College Station, TX 77840

Section VII. State Agency

- 7.1 The MPO and City expressly acknowledges that nothing in this Agreement will be construed as a waiver or relinquishment to claim exemptions, privileges and immunities as may be provided by law.

Section VIII. Waiver

- 8.1 Failure of any party, at any time, to enforce a provision of this Agreement, in no way constitutes a waiver of that provision, nor in anyway affects the validity of this Agreement, any part of this Agreement, or the right of the party thereafter to enforce each and every provision of this Agreement. No term of this Agreement will be deemed waived or breach excused unless such waiver is in writing and signed by the party claiming to have waived. Furthermore, any consent or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

Section IX. Invalidity

- 9.1 If any portion of this Agreement is held invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provision will not in any way be affected or impaired. In such event, the parties will use their best efforts to replace the provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

Section X. Entire Agreement

- 10.1 It is understood this Agreement contains the entire Agreement among parties and supersedes any and all prior agreements, arrangements, statements, promises or inducements relating to the same subject matter. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the MPO or the City, either before or after the execution of this Agreement, affects or modifies any terms or obligations of this Agreement.

Section XI. Choice of Law

11.1 This Agreement is governed by the laws of the State of Texas.

Section XII. Place of Performance

12.1 Performance of this Agreement is in Brazos County, Texas.

Section XIII. Authority

13.1 Each party represents that it has full power and authority to enter into and perform under this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective entities.

Section XIV. Agreement Read

14.1 Each party acknowledges that it has read and understands and intends to be bound by the terms and conditions of this Agreement.

Section XV. Multiple Originals

15.1 It is understood and agreed this Agreement may be executed in a number of identical counterparts with each deemed an original for all purposes.

15.2 IN WITNESS OF THIS AGREEMENT, the MPO and the City through their duly authorized agents have executed this Agreement in duplicate originals.

Bryan/College Station Metropolitan Planning Organization

Executed this the 11th day of July, 2011

BY: Linda LaSut

Linda LaSut, Director

City of College Station

BY: _____

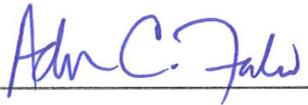
City Manager

Date: _____

APPROVED:

Chief Financial Officer

Date: _____



City Attorney

Date: _____

**August 11, 2011
Consent Agenda Item No. 2h
Purchase of SCADA Equipment Upgrade**

To: David Neeley, City Manager

From: David Massey, Director of Electric Services

Agenda Caption: Presentation, possible action, and discussion regarding the approval of equipment purchases to upgrade the current Survalent SCADA system from Survalent Technology in the amount of \$77,660.00 and a Services Contract in the amount of \$14,500.00 for final testing for a total cost of \$92,660.00.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation: Staff recommends approval of the purchase of equipment and testing to upgrade the current Survalent SCADA system from Survalent Technology in total amount of \$92,660.00.

Summary: CSU Electric's SCADA system is a dedicated network of hardware and software that provides Utility Dispatch the ability to monitor and control the City's electric transmission and distribution system as well as continually transmit critical system data to ERCOT. ERCOT uses system data from utilities in order to directly manage the electric grid in real time.

CSU Electric is implementing a plan for compliance which includes the construction of the new Dispatch Center, a major hardware and software upgrade to the existing Survalent SCADA system to meet system redundancy requirements, a major equipment upgrade to provide full SCADA functionality at CSU's backup dispatch located at Carter's Creek Wastewater Treatment Plant, a major network upgrade including this Barracuda firewall equipment to provide new physical and cyber security to protect the connections between the City's Critical Asset sites.

Budget & Financial Summary: Funds for this purchase were budgeted for and approved in the FY11 Capital Projects Budget (\$350,000). This is the third of several equipment purchases needed to attain compliance with NERC regulations.

SCADA / NERC system upgrades: WF 1213248 /1 & /2 211-9111-972-50-50 EGWOC

Attachment:

1. Survalent system upgrade quote



2600 Argentia Road
 Mississauga, Ontario
 L5N 5V4 Canada
 Phone: (905) 826-5000
 Fax: (905) 826-7144
 www.survalent.com

Prepared for: **Jon Schlandt**
College Station Utilities
TX

This quotation remains valid for 90 days. Prices and/or delivery may be subject to revision after 90 days.

Reference:	Date: May 25, 2011
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Quote/Rev #	Terms	Shipment	Shipping Terms	Currency
Q11-05-1787	Net 30 days	4 ~ 6 Weeks after receipt of purchase order	EX WORKS (Mississauga Ontario Canada)	USD

Hardware				
Item	QTY	Description	Unit Price	Line Total
Upgrade to Quad Redundant System				
1	4	SCADA Host, Dell PowerEdge R310 Rack Mount Server: <ul style="list-style-type: none"> Intel Xeon processor X3470 @ 2.93 GHz, 8MB Cache Turbo HT 4GB RAM, 1333MHz 2 X250GB 7.2K RPM SATA 3.5" HDD – RAID 1 56 kbps Internal Modem DVD +/- RW Drive Dual Ethernet Ports Operating System Microsoft® Server 2008, Standard Edition 5 CALs Keyboard Universal Serial Bus Keyboard Mouse: USB, 2-Button Mouse Wheel, PE/SC 3 year next business day on-site warranty 	\$ 4,600	\$ 18,400
		Note: <ol style="list-style-type: none"> Two servers will be used for upgrading the existing SCADA Hosts, and the other two servers will be used for system expansion; Ethernet Switches, Monitor and KVM Switch, enclosure etc. and network links will be provided by College Station Utilities. 		

Software				
Item	QTY	Description	Unit Price	Line Total
2	Lot	Upgrade to Quad Redundant SCADA system Base SCADA Software for Quad Master: Base SCADA software includes: no limits for status points, control points, analog points, or communication lines. Base SCADA software includes WorldView graphical user interface and SCADA Explorer database editing software.		\$ 41,130
3	1	Worldview Dispatcher License		\$3,970

4	Ea	Worldview Standard License View Only	\$2,040	
5	Lot	Upgrade to Unlimited Worldview Licenses from the existing seats		\$14,160
Services				
Item	QTY	Description	Unit Price	Line Total
6		One week Turn key On-Site Service Installation, integration with existing system, testing, & commissioning assistance at site. Includes Travel & other expenses		\$14,500
		Note: Additional assistance, if required will be \$2,000/day + Expenses at cost. Training, if required will be during the week of commissioning activities.		
7	Lot	All Existing software Application Licenses will be uploaded		Included

Please make P.O. out to Survalent Technology and Fax to (905)-826-7144 Attn: Weijun Ren



Survalent Terms and Conditions

TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF ORDERS

Purchaser's offer to buy based on Survalent Technology Corporation's quotation or proposal shall be subject to the acceptance of Survalent Technology Corporation in Mississauga, Ontario. Should the Purchaser's order include changes or additions to specifications which are not included in Survalent Technology Corporation's quotation or proposal, acceptance and acknowledgment of the order by Survalent Technology Corporation shall not be deemed a waiver of Survalent Technology Corporation's right to make additional charges for such changes or additions. In addition, Survalent Technology Corporation shall, in event of changes or additions to specifications made after receipt of an order, make whatever charges are necessitated.

TITLE

The title, ownership, and right of property of the equipment sold hereunder shall remain with Survalent Technology Corporation, and such equipment shall remain personal property until all payments, including deferred payments, shall have been paid in full, and the Purchaser shall do all that is necessary to maintain such right and title in Survalent Technology Corporation. The Purchaser shall assume all risk of loss or damage incurred after the equipment is delivered.

TERMS OF PAYMENT

Invoiced amounts are due in full net 30 days. Overdue amounts are subject to 1.5% interest charge per month (18% per annum). These terms are extended to Purchasers for domestic shipment only and are subject to approval by Survalent Technology Corporation's Credit Department. Terms of payment on orders for export shipment are full cash with order unless specified otherwise in our quotation. Survalent Technology Corporation reserves the right to suspend shipments and to change the terms of payment at any time, should doubt arise as to the financial responsibility of the Purchaser. Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when Survalent Technology Corporation is prepared to make shipment. If Survalent Technology Corporation is delayed by the Purchaser, payment shall be based on the contract price and percentage of completion.

PROGRESS PAYMENTS

Survalent Technology Corporation will invoice the Purchaser for percentages of job completion as per agreed schedule, on all contracts over \$30,000, unless other terms are mutually agreed upon and specified in our quotation. Such invoices are subject to Terms of Payment above.

HOLDBACKS

All holdbacks are limited to 10% of the contract amount and to 90 days after delivery of the equipment to the carrier. Holdbacks required for periods longer than 90 days carry an interest charge of 1.5% per month (18% per annum). Holdbacks do not apply to amounts invoiced for taxes, freight, spare parts, documentation and commissioning.

SHIPMENT

Shipping promises are approximate and are based upon factory conditions at the time of quotation. They are subject to modification depending upon conditions existing at the time Purchaser's order is received. Shipping promises are also based upon receipt of complete and final specifications with order. Any changes or additions made to the Purchaser's specifications after an order is accepted and acknowledged will require that shipment be rescheduled based upon date of receipt of final specifications and upon factory conditions existing at that time. Delivery of the equipment hereunder shall be made F.O.B. factory, unless otherwise agreed upon. Survalent Technology Corporation shall not be liable for delay in delivery due to causes beyond its reasonable control, such as acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labour, materials, or manufacturing facilities, not in any event for consequential damages. In event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. When Purchaser is not prepared to accept shipment upon completion as scheduled, Survalent Technology Corporation is prepared to store the equipment at its plant for a monthly rate corresponding to space occupied and to prevailing commercial storage charges.

WARRANTY

All equipment manufactured by Survalent Technology Corporation is warranted for a period of one year from date of shipment, to be free from all inherent electrical and mechanical defects in parts and workmanship provided said equipment is properly installed, fully protected, adequately maintained, and operated under normal conditions with competent supervision. Survalent Technology Corporation agrees to supply the Purchaser, free of charge, F.O.B. factory, parts affecting operation, which prove defective in workmanship or material within a period of one year following date of shipment of the equipment from the factory, Survalent Technology Corporation shall have no liability to the Purchaser nor to third parties for consequential or extended damages incurred as the direct or indirect result of equipment failure. Warranty on resold items specified in the Contract as such is carried by the original manufacturer and limited to the terms of such manufacturer. All warranties become ineffective during the time the Purchaser's account is in default. The warranty period is not extended beyond its original term.

CANCELLATION OR DELIVERY DEFERMENT

Orders accepted and acknowledged by Survalent Technology Corporation will not be subject to cancellation or delivery deferment without written consent from the General Office of Survalent Technology Corporation, except upon terms which will reimburse Survalent Technology Corporation for expenses incurred, work done, and commitments made.

TAXES

All present or future sales, use, excise or similar taxes applicable to the purchase or sale of equipment, covered by an order, are payable by the Purchaser and, where Survalent Technology Corporation is directed to collect such taxes, the amount will be added to the price of the equipment and paid by the Purchaser in the same manner and with the same effect as if originally added thereto.

RETURN OF EQUIPMENT

Survalent Technology Corporation will not be responsible for any parts returned without written authorization from Survalent Technology Corporation.

WAIVER OF TERMS

Survalent Technology Corporation's failure to object to provisions contained in the Purchaser's order or other communication shall not be deemed a waiver of the terms or conditions hereof, nor acceptance of such provisions. No representation or warranties other than those contained herein shall be binding upon Survalent Technology Corporation unless made in writing and signed by an officer of Survalent Technology Corporation.

APPROVAL OF DRAWINGS

In event approval of drawings is necessary, any time required in excess of fourteen (14) calendar days from the date of initial mailing of drawings to the Purchaser for final approval if not specified in the Specification or Purchase Order, may be added to the scheduled delivery date.

MANUALS

Survalent Technology Corporation agrees to supply up to one (1) manual for each item. In the event that more are required, Survalent Technology Corporation reserves the right to either supply these manuals at no charge or add the full or a portion thereof of the standard price to the price of the equipment and be, paid by the Purchaser in the same manner and with the same effort as if originally added thereto. Survalent Technology Corporation reserves the right to supply manuals 30 days after the delivery of the equipment without affecting the original terms of payment.

ACCEPTANCE OF EQUIPMENT

Purchaser's inspection and acceptance test of equipment at Survalent Technology Corporation's plant constitutes acceptance, at which time invoice for payment in full, less holdback, is issued. Survalent Technology Corporation warranty terms are applicable thereafter. Special arrangements may be made for acceptance in the field, not later than 30 days after shipment.

PERFORMANCE BOND

If issued, such bond will be terminated at time of acceptance test by Purchaser at Survalent Technology Corporation's plant or at time of shipment.

August 11, 2011
Consent Agenda Item No. 2i
Purchase of SCADA Network Equipment

To: David Neeley, City Manager

From: David Massey, Director of Electric Services

Agenda Caption: Presentation, possible action, and discussion regarding the approval of the purchase of Barracuda network firewall equipment from MicroAge College Station through the Texas A&M Master Agreement in the amount of \$104,118.46.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation: Staff recommends approval of the purchase of network firewalls from MicroAge through the DIR contract and TAMU's Master Agreement in the amount of \$104,118.46. These contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals.

Summary: CSU Electric's SCADA system is a dedicated network of hardware and software that provides Utility Dispatch the ability to monitor and control the City's electric transmission and distribution system as well as continually transmit critical system data to ERCOT. ERCOT uses system data from utilities in order to directly manage the electric grid in real time.

CSU Electric is implementing a plan for compliance which includes the construction of the new Dispatch Center, a major hardware and software upgrade to the existing Survalent SCADA system to meet system redundancy requirements, a major equipment upgrade to provide full SCADA functionality at CSU's backup dispatch located at Carter's Creek Wastewater Treatment Plant, a major network upgrade including this Barracuda firewall equipment to provide new physical and cyber security to protect the connections between the City's Critical Asset sites.

Budget & Financial Summary: Funds for this purchase were budgeted for and approved in the FY11 Capital Projects Budget (\$350,000). This is the second of several equipment purchases needed to attain compliance with NERC regulations.

SCADA / NERC system upgrades: WF 1213248 /1 & /2 211-9111-972-50-50 EGWOC

Attachment: TAMU Master Agreement Quote M100299-IT



1400 University Drive East - College Station, TX 77840
 Phone (979)846-9727 Fax (979)268-1017
 www.MicroAgeCS.com

Quotation

Quote #	Date
133670	07/28/11
Sales Rep	
Robert Orzabal 979-846-9727 Ext. 220 orzabal@microagecs.com	

For	Phones			
Jon Schlandt CITY OF COLLEGE STATION 1603 Graham Road College Station, TX 77845 United States				
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	5/28/2011	

	Part	Description	Qty	Price	Ext. Price
1		Primary Control Center			
2		Scada Network			
3	BNGF400a	Barracuda NG Firewall F400	1	\$5,800.00	\$5,800.00
4	BNGF400a-e1	Barracuda NG Firewall F400 - 1 Year EU	1	\$1,099.00	\$1,099.00
5			1	\$0.00	\$0.00
6		Physical Access Control Network			
7	BNGF400a	Barracuda NG Firewall F400	1	\$5,800.00	\$5,800.00
8	BNGF400a-e1	Barracuda NG Firewall F400 - 1 Year EU	1	\$1,099.00	\$1,099.00
9			1	\$0.00	\$0.00
10	BNCC400a	Barracuda NG Control Center C400 - Standard Edition	1	\$8,710.00	\$8,710.00
11	BNCC400a-e1	Barracuda NG Control Center C400 - Standard Edition - 1 Year EU	1	\$1,545.00	\$1,545.00
12					
13		Additional Firewalls			
14	BNGF200a	Barracuda NG Firewall F200	5	\$1,935.00	\$9,675.00
15	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	5	\$385.00	\$1,925.00
16	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	5	\$140.00	\$700.00
17			1	\$0.00	\$0.00
18		Backup Control Center			
19		Scada Network			
20	BNGF400a	Barracuda NG Firewall F400	1	\$5,800.00	\$5,800.00
21	BNGF400a-e1	Barracuda NG Firewall F400 - 1 Year EU	1	\$1,099.00	\$1,099.00
22			1	\$0.00	\$0.00
23		Physical Access Control Network			
24	BNGF400a		1	\$5,800.00	\$5,800.00

	Part	Description	Qty	Price	Ext. Price
		Barracuda NG Firewall F400			
25	BNGF400a-e1	Barracuda NG Firewall F400 - 1 Year EU	1	\$1,099.00	\$1,099.00
26			1	\$0.00	\$0.00
27	BNCC400a	Barracuda NG Control Center C400 - Standard Edition	1	\$8,710.00	\$8,710.00
28	BNCC400a-e1	Barracuda NG Control Center C400 - Standard Edition - 1 Year EU	1	\$1,545.00	\$1,545.00
29					
30		Additional Firewalls			
31	BNGF200a	Barracuda NG Firewall F200	2	\$1,935.00	\$3,870.00
32	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	2	\$385.00	\$770.00
33	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	2	\$140.00	\$280.00
34			1	\$0.00	\$0.00
35		Switch Station			
36		Scada Network			
37	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
38	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
39	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
40					
41		Physical Access Control Network			
42	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
43	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
44	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
45			1	\$0.00	\$0.00
46		Post Oak Substation			
47		Scada Network			
48	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
49	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$386.23	\$386.23
50	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
51					
52		Physical Access Control Network			
53	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
54	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
55	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
56			1	\$0.00	\$0.00
57		Northgate Substation			
58		Scada Network			
59	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
60	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00

	Part	Description	Qty	Price	Ext. Price
61	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
62					
63		Physical Access Control Network			
64	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
65	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$386.23	\$386.23
66	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
67			1	\$0.00	\$0.00
68		Dowling Road Substation			
69		Scada Network			
70	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
71	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
72	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
73					
74		Physical Access Control Network			
75	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
76	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
77	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
78			1	\$0.00	\$0.00
79		Southwood Valley Substation			
80		Scada Network			
81	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
82	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
83	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
84					
85		Physical Access Control Network			
86	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
87	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
88	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
89			1	\$0.00	\$0.00
90		Greens Prairie Substation			
91		Scada Network			
92	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
93	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
94	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
95					
96		Physical Access Control Network			
97	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00

	Part	Description	Qty	Price	Ext. Price
98	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
99	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
100			1	\$0.00	\$0.00
101		Spring Creek Substation			
102		Scada Network			
103	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
104	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
105	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
106					
107		Physical Access Control Network			
108			1	\$0.00	\$0.00
109	BNGF200a	Barracuda NG Firewall F200	1	\$1,935.00	\$1,935.00
110	BNGF200a-e1	Barracuda NG Firewall F200 - 1 Year EU	1	\$385.00	\$385.00
111	BPNGRAC-01	Barracuda 19" Rackmount Kit for models 100-200	1	\$140.00	\$140.00
112			1	\$0.00	\$0.00
113		Spares			
114	BNGF200a-c	Barracuda NG Firewall Cold Spare F200	1	\$1,450.00	\$1,450.00
115	BNGF400a-c	Barracuda NG Firewall Cold Spare F400	1	\$2,900.00	\$2,900.00
116			1	\$0.00	\$0.00
117	COMTAMU1	Master Agreement M100299 - IT	1	\$0.00	\$0.00

SubTotal	\$104,118.46
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$104,118.46

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE TO THREE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE HELD LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

**August 11, 2011
Consent Agenda Item No. 2j
Work Order Number WF1094676
Nantucket Gravity Sewer Line
Change Order**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a deductive change order to the construction contract (Contract No.10-050) with Brazos Valley Services for a credit to the City in the amount of \$34,950.00 for the Nantucket Gravity Sewer Line project.

Relationship to Strategic Goals: I. Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation(s): Staff recommends approval of the change order.

Summary: The Nantucket Gravity Sewer Line project is complete. When preparing the bid for this project, we structured the bid tab so we would have flexibility with different construction methods depending on the types of soil and field conditions encountered during construction. Bid alternates for different construction methods were included and accepted in case the field conditions warranted their use.

During construction the field conditions were found to be favorable, and the contractor used the base bid construction items. This change order is a deductive change order to omit the bid alternates from the scope of the contract. The contractor was compensated based upon the work that was actually provided.

Budget & Financial Summary: Funds in the amount of \$516,000 are budgeted in the Wastewater Capital Projects Fund for this project. Funds in the amount of \$431,434.28 have been expended or committed to date, leaving a balance of \$84,565.72 for this construction contract and future expenses.

Attachments:

- 1.) Change Order
- 2.) Project Location Map

CHANGE ORDER NO. 4 Contract No. 10-050 DATE: 7/02/2011
P.O.# 100556 PROJECT: Nantucket Gravity Sewer Line Project No. WF1094676

OWNER: City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR: Brazos Valley Services Ph: (979) 846-3136
P.O. Box 985
Bryan, Texas 77806

PURPOSE OF THIS CHANGE ORDER:
A. Close Out final quantities and unused bid items

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LF	Omit additional cost for directional bore and push 36" Steel Casing behind back reamer, complete and in place (contingent upon soil conditions)	\$70.00	285	0	(\$19,950.00)
2	LS	Omit control groundwater during construction, complete and in place (contingent upon soil conditions)	\$15,000.00	1	0	(\$15,000.00)
					TOTAL	(\$34,950.00)

THE NET AFFECT OF THIS CHANGE ORDER IS A 10.76% decrease.

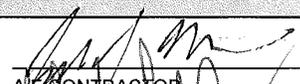
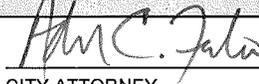
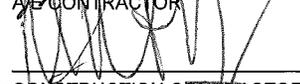
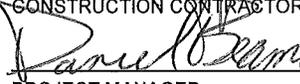
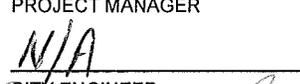
LINE 1 (WF1094676) (\$34,950.00)
TOTAL CHANGE ORDER (34,950.00)

ORIGINAL CONTRACT AMOUNT	\$324,851.00	
Change Order No. 1	\$34,632.00	10.66% CHANGE
Change Order No. 2	\$65.00	0.02% CHANGE
Change Order No. 3	\$10,694.00	3.29% CHANGE
Change Order No. 4	(\$34,950.00)	-10.76% CHANGE
REVISED CONTRACT AMOUNT	\$335,292.00	3.21% TOTAL CHANGE

ORIGINAL CONTRACT CONSTRUCTION TIME	100 Days
Change Order No. 1	10 Days
Change Order No. 2	45 Days
Change Order No. 3	109 days
Change Order No. 4	0 days
REVISED CONTRACT CONSTRUCTION TIME	* 264 Days

* Includes 6 days for requested shutdowns to facilitate residents, and 103 days of delay for the bore machine

ORIGINAL COMPLETION DATE July 30, 2010
REVISED COMPLETION DATE January 10, 2011

 A/E CONTRACTOR	1 Aug 11	 CITY ATTORNEY
 CONSTRUCTION CONTRACTOR	8-1-11	_____ DIRECTOR OF FISCAL SERVICES
 PROJECT MANAGER	Aug. 2, 2011	_____ MAYOR
 CITY ENGINEER	N/A	_____ CITY SECRETARY
 DEPARTMENT DIRECTOR FOR CRG	8/2/11	_____ CITY MANAGER



Nantucket Gravity
Sewer Line



**August 11, 2011
Consent Agenda Item No. 2k
Construction Change Order for
Southwood 5-7 Utility Rehabilitation Project**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a change order to the construction contract with Elliot Construction (Contract # 11-003) in the amount of \$369,796.00 for the Southwood 5-7 Utility Rehabilitation Project.

Relationship to Strategic Goals: Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure and Goal II.1 Preserving and restoring older neighborhoods.

Recommendation(s): Staff recommends approval of this change order.

Summary: The contractor brought to the City's attention an error in quantities for oil related to the bid street repair method, seal coating. The bid sheet had underestimated the quantity of oil by a factor of ten, reading 709 gallons and not the required 7090. The scope of the project as bid, required all streets receiving multiple utility trenches would be repaired via a seal coat and all streets receiving a single trench would only be patched. In working with the contractor it was determined that an additional \$45,441 would be required to seal coat the streets in the as per the original scope of the project. It was further estimated that if desired, it would take approximately an additional \$99,533 to add the streets impacted by a single trench to the list of those to receive a seal coat. This additional cost would bring the cost to seal coat all streets impacted by the project to \$226,584.

Given this potential increase, the City and the design team examined the possibility of doing a mill & overlay on the streets impacted by the project. Milling approximately 6-feet from each curb line and subsequently resurfacing all the impacted roads with a 1.5-inch thick overlay was estimated to cost \$332,722.50. The difference between pursuing the seal coat vs. the mill & overlay is \$106,138.50. Direction was given to pursue the mill & overlay street repair option over the seal coat as originally scoped for the project.

In order to successfully integrate the new street repair option into the project, consideration was given to Leona Drive and the unique situation presented with the future water line. A water line replacement for Leona Drive was originally scoped for the Southwood 5-7 Project but was removed in the early project development stages and transferred, at Council request, to the South Knoll-The Glade Utility Rehabilitation Project. At the time of the switch, it was anticipated that the South Knoll-The Glade project would be constructed first. The South Knoll-The Glade project is currently scheduled for construction in FY 12 and FY 13. To avoid doing a mill & overlay street repair to Leona only to require more construction on that street in approximately 9 months time, it was decided to transfer the Leona water line out of South Knoll-The Glade and return it to the Southwood 5-7 project for construction at this time. The estimated cost for this water line is \$74,733. This addition of the Leona water line replacement to the scope coupled with the additional cost of the mill & overlay option yields a difference of \$180,871.50 as the additional cost of the adding both items to the project scope vs. the seal coating of all impacted streets.

Other items included in this change order include quantity revisions for valves, fittings, pipe footage, service connections and manholes that have required field modifications due construction forces conditions that did not match the record drawings used for the basis of the design. Also included is additional boring of sewer service lines that was performed in consultation with the property owners and the project arborist to avoid obstacles and accommodate service reroutes due to conditions having changed on many properties since the design phase.

Budget & Financial Summary: Funds for this project are currently budgeted in the Water and Wastewater Capital Improvement Projects Fund. The change order will result in additional expenditures of \$126,336.83 for the for the Wastewater portion of this project where a balance of \$309,175.66 is available. The change order will result in additional expenditures of \$243,459.17 for the for the Water portion of this project where a balance of \$264,147.99 is available.

Attachments:

1. Change Order # 5
2. Project Location Map

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
Elliot Construction, Ltd
PO Box 510 Ph: (979) 690-7071
Wellborn Tx 77881 Fax: (979) 690-7152

PURPOSE OF THIS CHANGE ORDER:

A. Quantity Revisions: Throughout the construction process, the number of valves, fittings, pipe footage, service connections, and manholes have been modified to meet field conditions requiring adjustments and slight modifications from the original plans. In order to maintain proper quantities within the contract documents, these items are updated to reflect work through the end of June 2011 in this change order.

B. Additional Sewer service Bore Footage: The rerouting of private customer sewer service lines has resulted in the need to perform additional boring of the new customer service lines to avoid damaging mature trees on private property. In consultation with the project arborist and the home owners, the additional boring of sewer services allows for an efficient routing of the customer service line while attempting to preserve the private property of the customers.

C. Add Leona Water Line: The waterline on Leona is currently part of the scope of the South Knoll-The Glade Rehabilitation Project that is scheduled for construction in mid FY 2012. The design of this water line is complete and it can be incorporated into the on going construction of the Southwood 5-7 Project. As Leona is already scheduled for sewer line rehabilitation and the street is scheduled to be trenched for that work, the inclusion of this segment of waterline will allow for all construction work to be completed and a one time street surface repair to take place as part of the Southwood 5-7 Project. This will avoid the need to do a temporary repair and then be forced into a second repair when the construction begins on the South Knoll-The Glade Project.

D. Street Repair: The project original bid with streets receiving both water and sewer line excavations to be seal coated upon completion of the project. In order to better serve the residents of the residents of the area and improve the long term O&M of the street surfaces, direction was given to abandon the seal coat of the streets impacted by the project and instead change to a mill & overlay as the method of street repair.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
18	LF	Furnish and Install 18" DR 26 ASTM F679 PVC sewer pipe by open-cut with structural backfill per the plans and specification, complete and in place per linear foot	\$109.00	2469	2342	(\$13,843.00)
20	LF	Furnish and Install 18" ANSI/AWWA C151/A21.5 CL 250 DI sewer pipe by open-cut with structural backfill as per the plans and specifications, complete and in place per linear foot	\$88.00	179	169	(\$880.00)
21	LF	Furnish and Install 18" ANSI/AWWA C151/A21.5 CL 250 DI sewer pipe by open-cut as per the plans and specifications, complete and in place per linear foot	\$150.00	228	260	\$4,800.00
22	LF	Furnish and Install 18" ANSI/AWWA DI sewer pipe with restraint joint gaskets in encasement (Item #27) as per the plans and specifications, complete and in place per linear foot	\$138.50	372	381	\$1,246.50
23	LF	Furnish and install 18" DR 26 ASTM F679 PVC sewer pipe by open-cut per the plans and specification, complete and in place per linear foot	\$49.00	529	628	\$4,851.00
31	EA	Furnish and install 5-ft Dia Std Concrete manhole with structural backfill as per the plans and specifications, complete and in place per each	\$5,010.00	8	9	\$5,010.00
35	EA	Furnish and install 5-ft Dia concrete drop manhole with watertight lid, as per the plans and specifications, complete and in place per each	\$3,760.00	2	3	\$3,760.00
50	EA	Furnish and Install 4" DR 26 ASTM 3034 PVC short-side service line (from trunkline to existing service line or ROW, whichever is encountered first) including services saddle on 18" sewer line, structural backfill to 5-ft BoC, remove and replace curb & gutter and dispose of debris, all fittings including clean-out and tie-in, trench safety as needed, resod where trench exceed 6", as per the plans and specifications, complete and in place.	\$720.00	19	22	\$2,160.00
123	LF	Slick Bore service line to avoid tree, structure, etc. per linear foot	\$30.00	120	790	\$20,100.00
127	LS	Furnish and Install 6" private service line from ROW to serve 1812, 1814 & 1816 Yellowhouse and 1815 and 1817 Welsh including all fittings and tie-ins as per the plans and specifications, complete and in place per lump sum	\$3,500.00	1	0	(\$3,500.00)

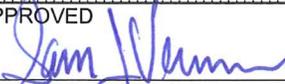
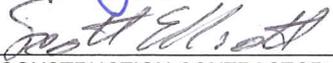
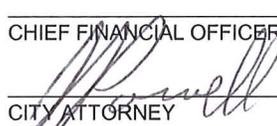
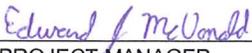
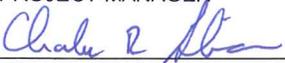
175	LF	Furnish and Install 8" AWWA C-900 DR-14 CL 200 PVC water pipe with structural backfill as per the plans and specifications, complete and in place per linear foot	\$37.00	1875	1948	\$2,701.00
186	EA	Furnish and Install 6"x1" service tap, long-side, connect to exist copper service line in trench as per the plans and specifications, complete and in place per each	\$1,140.00	8	10	\$2,280.00
209	EA	Furnish and Install 6" MJ 22.5 deg elbow as per the plans and specifications, complete and in place per each	\$175.00	3	4	\$175.00
214	EA	Furnish and Install 8" Gate Valve and Box as per the plans and specifications, complete and in place per each	\$1,064.00	7	8	\$1,064.00
277	SY	Seal Coat Labor, equipment and prep per the plans and specifications, complete in place per square yard	\$1.10	19700	0	(\$21,670.00)
278	Gal	Asphalt (AC-15P or AC-120-STR) as per the plans and specifications, complete and in place per gallon	\$11.00	709	0	(\$7,799.00)
279	CY	Aggregate (as per 32 12 36.13) as per the plans and specifications, complete and in place per cubic yard	\$330.00	158	0	(\$52,140.00)
CO5-1	Ton	Level up of existing streets (as needed)	\$93.50	0	150	\$14,025.00
CO5-2	SY	Mill edges and Overlay 1.5-inches Type D Hot Mix (Yellowhouse, Leona, Medina, Hondo, Arboles, Shadowwood, Comal, Lawyer)	\$9.25	0	19900	\$184,075.00
CO5-3	SY	Mill edges and Overlay 1.5-inches Type D Hot Mix (Madera, Nueces, Sabine)	\$9.25	0	10640	\$98,420.00
CO5-4	SY	Mill edges and Overlay 1.5 inches Type D Hot Mix (King Arthur , Bee Creek, Lavaca)	\$9.25	0	4610	\$42,642.50
CO5-5	SY	Mill edges and Overlay 1.5 inches Type D Hot Mix (Southwood crossing at King Arthur	\$9.25	0	820	\$7,585.00
3	LF	Trench Safety as per the plans and specifications, complete and in place	\$1.00	26885	27872	\$987.00
6	LF	Tree Treatment Fencing, complete and in place per linear foot	\$2.00	9119	9764	\$1,290.00
138	EA	Furnish & Install 12x6" MJ anchor tee as per the plans and specifications, complete and in place per each	\$492.00	4	5	\$492.00
175	LF	PVC water pipe with structural backfill as per the plans and specifications, complete and in place per linear foot	\$37.00	1948	2935	\$36,519.00
180	EA	Furnish & Install 8"x1" service tap, short side, connect to 5/8" meter including curb/gutter replacement, structural backfill as needed, re-seed/re-sod yard, etc., per the plans and specifications, complete and in place per each	\$585.00	7	19	\$7,020.00
194	SY	Saw cut asphalt street, remove and dispose of debris, and replace asphalt surface as per the plans and specifications, complete and in place per square yard	\$22.50	3571	4011	\$9,900.00
201	EA	Furnish and Install 8"x6" MJ anchor tee as per the plans and specifications, complete and in place per each	\$310.00	7	8	\$310.00
211	EA	Furnish and Install 8"x6" MJ reducer as per the plans and specifications, complete and in place per each	\$173.00	3	4	\$173.00
214	EA	Furnish and Install 8" Gate Valve and Box as per the plans and specifications, complete and in place per each	\$1,064.00	8	11	\$3,192.00
225	LF	Grout fill exist 8" water line including all caps and plugs, etc. as per the plans and specifications, complete and in place per linear foot	\$4.00	1623	2613	\$3,960.00
CO5-6	EA	Furnish and Install 8" x 1" service tap, long-side connect to 5/8" meter including curb/gutter replacement, structural backfill as needed, re-seed/re-sod yard, etc. as per the plans and specifications, complete and in place per each.	\$1,340.00	0	1	\$1,340.00

CO5-7	EA	Furnish and Install 8" x 1.5" service tap, long-side connect to double 5/8" meters including curb/gutter replacement, structural backfill as needed, re-seed/re-sod yard, etc. as per the plans and specifications, complete and in place per each.	\$1,625.00	0	5	\$8,125.00
CO5-9	EA	Verify location of water meters not found by survey as called out on plans per each.	\$200.00	0	6	\$1,200.00
CO5-10	EA	Furnish and Install 8" MJ 22.5 deg as per the plans and specifications, complete and in place per each	\$225.00	0	1	\$225.00
					TOTAL	\$369,796.00

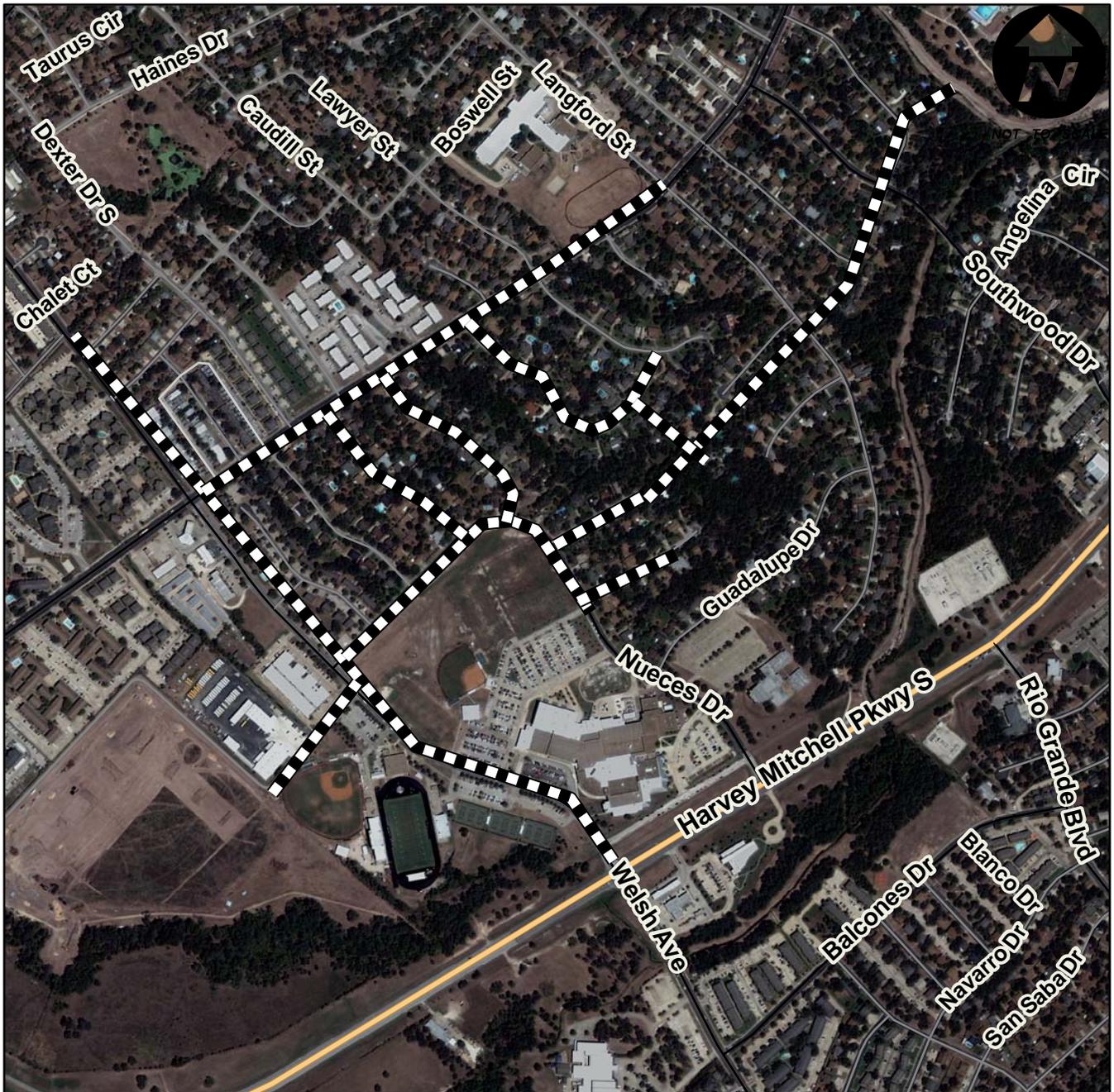
THE NET AFFECT OF THIS CHANGE ORDER IS A 9.75 % INCREASE.

LINE 1 (21291119735502/WTWOC)	\$243,459.17		
LINE 2 (21391119745501/SCWOC)	\$126,336.83		
LINE 3 (91291119753020/SD1103)	\$0.00		
TOTAL CHANGE ORDER	\$369,796.00		
ORIGINAL CONTRACT AMOUNT	\$3,792,932.70		
Change Order No. 1	\$0.00	0.00%	CHANGE
Change Order No. 2	\$24,965.00	0.66%	CHANGE
Change Order No. 3	\$8,501.00	0.22%	CHANGE
Change Order No. 4	\$18,676.15	0.49%	CHANGE
Change Order No. 5	\$369,796.00	9.75%	CHANGE
REVISED CONTRACT AMOUNT	\$4,214,870.85	11.12%	TOTAL CHANGE
ORIGINAL CONTRACT TIME	270	Days	
Time Extension No. 1	8	Days	
Time Extension No. 2	20	Days	
Revised Contract Time	298	Days	
SUBSTANTIAL COMPLETION DATE	6-Oct-11		
REVISED SUBSTANTIAL COMPLETION DATE	3-Nov-11		

APPROVED

 A/E CONTRACTOR	<u>7/26/2011</u> Date	CHIEF FINANCIAL OFFICER	Date
 CONSTRUCTION CONTRACTOR	<u>7-26-11</u> Date	 CITY ATTORNEY	<u>7-29-11</u> Date
 PROJECT MANAGER	<u>7/26/2011</u> Date	CITY MANAGER	Date
 PUBLIC WORKS DEPARTMENT DIRECTOR	<u>26 July 2011</u> Date	MAYOR	Date
 DEPARTMENT DIRECTOR	<u>26 July 11</u> Date	CITY SECRETARY	Date

Southwood 5-7 Utility Rehabilitation Project Location Map



August 11, 2011
Consent Agenda Item No. 2L
Call Public Hearing on FY 11 - FY 12 Proposed Budget

To: David Neeley, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on calling a public hearing on the City of College Station 2011-2012 Proposed Budget for Thursday September 8, 2011.

Recommendation(s): Staff recommends the City Council call a public hearing on the City of College Station 2011-2012 Proposed Budget for Thursday September 8, 2011.

Summary: State law says that notice of the public hearing on the budget must be made no less than 10 days prior to the meeting for the public hearing. After the public hearing the Council may insert or delete items or may increase or decrease items so long as the total of any increases or insertions do not increase the total budget by 3% or more.

Budget & Financial Summary: The proposed budget will be available for review.

Attachments:

N/A

August 11, 2011
Consent Agenda Item No. 2m
Change Order #1 Water & Wastewater Impact Fee Study

To: David Neeley, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding ratification of Change Order #1, in the amount of \$11,310 to Contract 09-259 with HDR Engineering, Inc. related to completed impact fee analyses.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation: Staff recommends Council approve this change order.

Summary: On October 25th, 2010, City Council approved award of design Contract 11-019, in the amount of \$55,600 to HDR Engineering, Inc. to provide civil engineering services for a water and wastewater impact fee study. This change order is necessitated due to additional engineering services that were not included in the original contract.

Additional engineering services are due to inconsistent City parcel data files that HDR Engineering used from the beginning of the modeling project in November 2009. This parcel data did not match the unique identifiers in the parcel database developed by the City Planning Department that contained the updated Comprehensive Plan land use build-out data. In order to use the City Planning Department's correct parcel database, HDR had to reload and recalibrate the model with the final parcel file received on January 12, 2011. This additional effort directly correlated to impact fee calculations with respect to identifying and quantifying improvements needed to increase capacity for new development.

Because this work had to be done twice, staff recommends approval of this change order.

Budget & Financial Summary: The original contract amount for this project is \$55,600. The revised contract amount after Change Order #1 for this project would be \$66,910. The total amount for Change Order #1 is \$11,310.00, or 20.34% of the original amount. Budget will be transferred from the Water Operating Fund contingency and Wastewater Operating Fund contingency for this change order.

Attachments:

Change Order #1

CHANGE ORDER NO. 1
 CONTRACT #11-019

DATE: 8/1/2011

PROJECT DESCRIPTION: Water & Wastewater Impact Fee Study

P.O.# 110233

PROJECT

OWNER:

City of College Station
 P.O. Box 9960
 College Station, Texas 77842

CONTRACTOR:

HDR Engineers Inc.
 4401 West Gate Blvd.
 Suite 400
 Austin, Texas 78745

Ph: 512- 912-5100

Fax: 512- 912-5158

PURPOSE OF THIS CHANGE ORDER:

Item 1: Additional Impact Fee Analyses

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Additional Engineering Services	\$11,310.00	0	1	\$11,310.00
						NET INCREASE = \$11,310.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 20.34% (**Increase** or Decrease).

ORIGINAL CONTRACT AMOUNT \$55,600.00
 Change Order No. 1 \$11,310.00 20.34 % of Original Contract Amount

REVISED CONTRACT AMOUNT \$66,910.00

ORIGINAL CONTRACT TIME 210 Days

Change Order No. 1 Time Extension or Reduction 0 Days

REVISED CONTRACT TIME 210 Days

ORIGINAL SUBSTANTIAL COMPLETION DATE March 1, 2011

REVISED SUBSTANTIAL COMPLETION DATE March 1, 2011

APPROVED:


 A/E CONTRACTOR _____ Date 8/1/11

CHIEF FINANCIAL OFFICER _____ Date

N/A
 CONSTRUCTION CONTRACTOR _____ Date


 CITY ATTORNEY _____ Date


 PROJECT ENGINEER _____ Date 8/2/11

CITY MANAGER _____ Date

N/A
 CITY ENGINEER _____ Date

MAYOR _____ Date


 DEPARTMENT DIRECTOR/ ADMINISTRATOR _____ Date 2 Aug 11

CITY SECRETARY _____ Date

August 11, 2011
Consent Agenda Item No. 2n
Change Order #4 Wastewater Collection System Planning Evaluation

To: David Neeley, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding ratification of Change Order #4, for \$19,873 to Contract 09-306 with HDR Engineering, Inc., and approval of a contingency transfer from the Wastewater Operating Fund in the amount of \$19,873.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation: To approve this change order and contingency transfer.

Summary: On October 19th, 2009, City Council approved award of design Contract 09-306, in the amount of \$209,500 to HDR Engineering, Inc. to provide civil engineering services for a wastewater collection system planning evaluation as part of the Master Plan. This change order is necessitated due to additional modeling scenarios as well as additional engineering services that were not included in the original contract.

Additional engineering services are due to a Peaking Factor analysis. The standard factor of 4 was not yielding appropriate results, and HDR had to do additional research and model runs to recommend the "Four State" peaking factor system whereby the factor varies with actual conditions. This system yielded excellent results, but this additional effort was not anticipated nor included in the original design contract.

The additional modeling scenarios were necessitated for capacity analysis inquiries for the Scott & White development, the Wellborn Annexation service plan, and various developments connecting onto the 'Bee Creek Trunk Line'. Because the modeling project was not yet finished, and the City still needing information for its planning process, the following modeling scenarios were performed by HDR that were not included in the original design contract:

- Lift Station 2 Build-Out Capacity (required the model to be recalibrated)
- Lift Station 3 Build-Out Capacity (required another recalibration)
- New developments on Wellborn Rd, analyze capacity at tie-in to existing system
- Future line extensions near Creek Meadows and Westminster Lift Stations

Please note that HDR's original request for this change order was in the amount of \$83,219. After a detailed review of the factors causing this cost increase, staff and HDR personnel reached an agreement that only \$19,873 of the \$83,219 was attributable to the City. The remaining cost was attributable to internal inefficiencies that HDR agreed to absorb.

Budget & Financial Summary: The original contract amount is \$209,500. The revised contract amount after previously approved Change Orders is \$258,356.68. If Change Order #4 is approved, the contract amount will be \$278,229.68. The total amount for Change Order #4 is \$19,873.00, or 9.49% of the original amount. If approved, budget for this change order will be transferred from contingency budgeted in the Wastewater Operating Fund.

Attachment:

Change Order #4

CHANGE ORDER NO. 4
CONTRACT #09-306

DATE: 6/22/2010

PROJECT DESCRIPTION: Wastewater Collection System
Planning Evaluation

P.O.# 100178

PROJECT S9230X

OWNER:

City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:

HDR Engineers Inc.
4401 West Gate Blvd.
Suite 400
Austin, Texas 78745

Ph: 512- 912-5100

Fax: 512- 912-5158

PURPOSE OF THIS CHANGE ORDER:

Item 1: Additional computer modeling scenario analysis and infrastructure updates

Item 2: Additional peaking factor analysis

Item 3: Additional reloading and recalibration of computer model

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Additional Modeling Services	\$3,245	0	1	\$3,245.00
2	LS	Additional Engineering Services	\$8,185	0	1	\$8,185.00
3	LS	Additional Engineering Services	\$8,443	0	1	\$8,443.00
						NET INCREASE = \$19,873.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 9.49% (Increase or Decrease).

ORIGINAL CONTRACT AMOUNT	\$209,500.00	
Change Order No. 1	\$5,600.00	<u>2.67</u> % of Original Contract Amount
Change Order No. 2	\$18,200.00	<u>8.69</u> % of Original Contract Amount
Change Order No. 3	\$25,056.68	<u>11.96</u> % of Original Contract Amount
Change Order No. 4	\$19,873.00	<u>9.49</u> % of Original Contract Amount
REVISED CONTRACT AMOUNT	\$278,229.68	

ORIGINAL CONTRACT TIME	210 Days
Change Order No. 1 Time Extension or Reduction	0 Days
Change Order No. 2 Time Extension or Reduction	30 Days
Change Order No. 3 Time Extension or Reduction	113 Days
Change Order No. 4 Time Extension or Reduction	273 Days
REVISED CONTRACT TIME	416 Days

ORIGINAL SUBSTANTIAL COMPLETION DATE	May 10, 2010
REVISED SUBSTANTIAL COMPLETION DATE	July 1, 2011

APPROVED:


A/E CONTRACTOR _____
Date 7-25-11

CHIEF FINANCIAL OFFICER _____
Date _____

N/A
CONSTRUCTION CONTRACTOR _____
Date _____


CITY ATTORNEY _____
Date _____


PROJECT ENGINEER _____
Date 7-26-11

CITY MANAGER _____
Date _____

N/A
CITY ENGINEER _____
Date _____

MAYOR _____
Date _____


DEPARTMENT DIRECTOR/ADMINISTRATOR _____
Date 26 July 11

CITY SECRETARY _____
Date _____

August 11, 2011
Consent Agenda Item No. 2o
Reclaimed Water Purchase Agreement with Pebble Creek Country Club

To: David Neeley, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, discussion, and possible action to approve an agreement for the City to sell reclaimed water to the Pebble Creek Country Club.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendation: Staff recommends Council approval.

Summary: The Pebble Creek Country Club (PCCC) has a permit from the Texas Commission on Environmental Quality (TCEQ) to withdraw water from Carters Creek to irrigate their golf course, issued in 1991. But because of the drought, the TCEQ has ordered PCCC to cease withdrawing water under this permit, since there are "senior" water users downstream, such as Dow Chemical, which cannot risk a water shortage.

For now, PCCC is using potable water from the City for irrigation. However, this is very expensive for PCCC and we would prefer to not have this demand on our potable water system, so we are seeking ways to get Reclaimed Water to them. Under our recently issued "Bed & Banks" permit, the City has the authority to sell reclaimed water (treated wastewater effluent) that we discharge into the creek, but we must get an amendment to that permit specifically allowing a new withdrawal point. Staff met TCEQ in Austin on June 22nd, and TCEQ agreed that they can expedite approval of an amendment to our Water Use Permit, to allow PCCC to purchase City effluent from the creek. The City's permit amendment application is now "administratively complete" and under review at TCEQ.

Please note, on July 14th, 2011, City Council approved an agreement which stipulates that PCCC will reimburse the City for our cost to pursue this permit amendment from TCEQ, whether or not the application is successful.

Today, staff is requesting Council approve a second agreement that stipulates the terms and conditions for the sale of the reclaimed water. We recommend using the standard rate for raw river water that is established by the Brazos River Authority, of \$62.50 per acre-foot, which is approximately \$0.19 per thousand gallons. This is an appropriate price, because PCCC will own and operate the equipment that withdraws the water from the creek and transmits it to the golf course. In addition, the agreement limits the total amount of water that can be withdrawn, provides a five year term with one renewal, stipulates methods to measure the water quantity, and various other protections for the City.

Staff recommends approval of this agreement.

Budget & Financial Summary: None, this agreement will be a minor revenue source.

Attachment:
Agreement

GROUNDWATER BASED RETURN FLOW SUPPLY AGREEMENT

This groundwater based return flow supply agreement ("Agreement") is made and entered into by and between the City of College Station, Texas (the "City"), and Pebble Creek Country Club ("PCCC"), collectively the "Parties."

RECITALS

WHEREAS, the City has been issued water use permit number 5913 ("Permit No. 5913") by the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, Permit No. 5913 authorizes the City to use the bed and banks of the Brazos River and certain of its tributaries to transport groundwater based return flows ("Return Flows") and to use such Return Flows in Brazos, Grimes, Washington, Waller, Austin, Fort Bend and Brazoria Counties within the Brazos River Basin; and

WHEREAS, Permit No. 5913 authorizes the City to divert its Return Flows in Brazoria County; and

WHEREAS, the City currently has surplus Return Flows that are available for sale to PCCC; and

WHEREAS, PCCC has been issued water right Permit No. 5329/5329A to divert and use surface water in Brazos County for irrigation purposes, but its right to divert under its permit has been suspended because the TCEQ received a priority call for surface water from a senior water right holder; and

WHEREAS, PCCC desires to purchase, and the City desires to sell, a portion of the City's surplus Return Flows that are discharged from the City's Carters Creek Wastewater Treatment Plant into Carters Creek in accordance with the terms of this Agreement; and

WHEREAS, the City must obtain an amendment to Permit No. 5913 so that Return Flows may be diverted at the proposed diversion point.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and considerations set forth herein, the Parties agree as follows:

ARTICLE I. DEFINITIONS

1.1. EFFECTIVE DATE: The date this Agreement has been approved by both Parties.

1.2. MAXIMUM ANNUAL QUANTITY: Means the maximum amount of Return Flows the City is required to provide PCCC on an annual basis, such amount to be no more than 325 acre-feet per year.

1.3. MAXIMUM RATE OF DIVERSION: The maximum rate at which PCCC may divert the Return Flows at the Point of Diversion, such rate to be 500 gpm.

1.4. PARTY: Either the City or PCCC.

1.5. POINT OF DIVERSION: The location at which PCCC is authorized to divert the City's Return Flows, such location to be at the sump at the west end of a channel connected to Carters Creek as authorized in PCCC's water right Permit No. 5329/5329A.

ARTICLE II. PURPOSE and QUANTITIES

2.1 PURPOSE. The City agrees to sell to PCCC and PCCC agrees to purchase from the City Return Flows as authorized herein. The City agrees to deliver and PCCC agrees to divert Return Flows subject to the limitations set forth in this Agreement.

2.2 MAXIMUM ANNUAL QUANTITY. The Parties agree that the City shall deliver to PCCC Return Flows up to the Maximum Annual Quantity under this Agreement. In no event is the City required to provide more than the Maximum Annual Quantity of Return Flows to PCCC unless the Parties revise the Maximum Annual Quantity in a subsequent written agreement.

2.3 MAXIMUM RATE OF DIVERSION. The Parties agree that PCCC shall divert the Return Flows at a rate not to exceed the Maximum Rate of Diversion. In no event is PCCC authorized to divert the Return Flows at a rate greater than the Maximum Rate of Diversion unless the Parties revise the Maximum Rate of Diversion in a subsequent written agreement.

2.4 REVISED BED AND BANKS AUTHORIZATION. PCCC recognizes that the City must obtain from the TCEQ an amendment to Permit No. 5913 to authorize diversions at the Point of Diversion in order for the City to be authorized to provide PCCC with Return Flows under this Agreement. PCCC agrees that the City is under no obligation to begin making deliveries of Return Flows until it receives authority from the TCEQ for PCCC to make diversions at the Point of Diversion. PCCC further agrees that it has no authority to divert Return Flows under this Agreement until the City obtains from the TCEQ an amendment to Permit No. 5913 to authorize such diversions.

ARTICLE III. POINT OF DIVERSION and PARTIES' RESPONSIBILITIES

3.1 DIVERSION FACILITIES. PCCC agrees that it shall be solely responsible for designing, constructing, owning, operating and maintaining the Return Flows diversion facilities at the Point of Diversion at its own cost. If the City is required to install a screen at the

Point of Diversion in order to minimize entrainment and impingement of aquatic organisms, PCCC agrees to pay for the screen, its installation, maintenance and replacement.

3.2 QUALITY OF RETURN FLOWS. The City is authorized to discharge treated wastewater into the Brazos River and its tributaries pursuant to the City's TPDES permits issued by the TCEQ. Under those permits, the City is required to treat its wastewater to specified standards. Once the Return Flows are discharged from the City's Carters Creek Wastewater Treatment Plant, the City has no control over factors that could affect the quality of the Return Flows. The City makes no representations as to the quality of Return Flows as diverted at the Point of Diversion.

3.3 LIMITATIONS ON USE OF RETURN FLOWS: PCCC acknowledges that the City may provide Return Flows to PCCC only in accordance with the provisions of Permit No. 5913. PCCC agrees that it shall divert and use the Return Flows in accordance with the following limitations so that the City may comply with the requirements of Permit No. 5913.

- a. PCCC shall divert, transport and use the City's Return Flows in the same manner, but in lieu of its diversion of state water under its water right Permit No. 5329/5329A. PCCC shall use its existing diversion point, sump, pumping equipment, pipeline, storage ponds, and irrigation system as authorized by its permit to divert and use the Return Flows provided by the City. The Return Flows shall be transported to PCCC's existing dam and impoundment on an unnamed tributary of Lick Creek.
- b. PCCC shall not divert state water under the authority of water right Permit No. 5329/5329A when it is diverting Return Flows under the authority of Permit No. 5913, and PCCC agrees that it shall not object to the TCEQ adding such a restriction to its water right permit.
- c. PCCC agrees the total maximum amount of water it may divert from Carters Creek annually is 325 acre-feet regardless of whether PCCC diverts state water under water right Permit No. 5329/5329A, Return Flows under Permit No. 5913, or from a combination of those two sources.
- d. PCCC shall divert the City's Return Flows only when PCCC's right to divert state water has been curtailed or suspended by the TCEQ, its agent, or by court order.
- e. PCCC shall provide the City a copy of all correspondence received from the TCEQ pertaining to the TCEQ suspending or reinstating PCCC's right to divert state water under Permit No. 5329/5329A within two business days of receiving such correspondence. PCCC shall also provide the City with written notice of the date it intends to begin diverting Return Flows under the authority of Permit No. 5913 within two business days from beginning such diversion, and the date it intends to begin diverting state water under its own water right within two business days of such diversion.

- f. PCCC acknowledges that its failure to comply with the provisions of this Agreement pertaining to PCCC's diversion and use of Return Flows might result in the TCEQ bringing an enforcement action against either PCCC, the City, or both. In an effort to avoid such potential enforcement actions, PCCC agrees that if the City is successful in its efforts to amend Permit No. 5913 to authorize PCCC to divert a portion of the City's Return Flows, PCCC shall divert Return Flows only in accordance with the City's amended permit and the terms of this Agreement.

ARTICLE IV. METERING and TESTING

4.1 **CALCULATING DIVERSIONS.** To ensure accurate accounting of the daily diversion amounts, PCCC shall, at a minimum, calculate the volume of Return Flows diverted by recording the time it runs the pumps at the Point of Diversion ("Motor Run Time") and multiplying that time by the gallons per minute capacity of PCCC's pump. PCCC shall keep a daily log of its Motor Run Time and calculated volume of Return Flows diverted. PCCC shall report to the City the volume of Return Flows diverted during the preceding month on or before the 10th day of each month. PCCC also shall install, operate and maintain an electric meter to record the kilowatt hours of electricity consumed by the water pumps at the Point of Diversion. PCCC shall read the meter every day at a standardized time and record this reading in the Motor Run Time daily log. PCCC shall provide its full cooperation in allowing the City to conduct testing and to install equipment necessary to determine and measure the amount of Return Flows that PCCC's pumps are capable of diverting during a given period of time. The City may access the diversion structure, meter, pumps and the surrounding area during regular business hours to monitor diversions and conduct activities authorized under this Agreement. PCCC agrees to notify the City in writing prior to modifying, altering or replacing the pumps at the Point of Diversion. PCCC also agrees to provide data and information requested by the City to fulfill its water use reporting requirements to the TCEQ. If the TCEQ requires that a water meter be installed at the Point of Diversion, PCCC agrees that it shall do so in accordance with sections 4.2 and 4.3, below.

4.2 **METERING LOCATION.** If the TCEQ requires the installation of a water meter at the Point of Diversion, PCCC agrees to install such meter at its own cost. The meter shall be as specified by PCCC and agreed to by the City. PCCC shall furnish, install, and maintain metering equipment for measuring accurately the quantity of Return Flows diverted by it under this Agreement, and the rate at which the Return Flows is diverted. The PCCC shall keep a true and correct record of all meter readings and shall make those records available to the City during regular business hours. PCCC shall also provide the meter readings to the City by the 10th day of the following calendar month.

4.3 **CHECKING ACCURACY.** If the TCEQ requires the installation of a meter at the Point of Diversion, PCCC shall test its metering equipment every twelve (12) months (if requested to do so by the City in writing), beginning twelve (12) months after the City begins providing Return Flows to PCCC. If upon conducting any test the percentage of any inaccuracy of the

metering equipment is found to be in excess of five per cent (5%) registration thereof shall be corrected for a period extending back to the time such inaccuracy began, if ascertainable, and if not, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. PCCC shall be responsible for the cost of testing and recalibrating its metering equipment.

ARTICLE V. RATES, PAYMENTS AND CREDITS

5.1 **RATE**. PCCC shall pay to the City \$62.50 per acre-foot of Return Flows (the "Rate") it diverts at the Point of Diversion. The Parties agree that the Rate may be adjusted annually as needed to be equivalent to the Brazos River Authority's "system rate" charged for water.

5.2 **PAYMENT DATE**. PCCC shall send payment to the City within 30 days after receiving the bill for diverted Return Flows from the City.

5.3 **CREDITS**. PCCC's bills shall be credited for an amount up to the amount the PCCC pays to the City to reimburse its actual costs for obtaining an amendment to Permit No. 5913, and for its legal fees associated with negotiating this Agreement as provided by the Cost Reimbursement Agreement entered into by the Parties in July 2011. By way of example, if PCCC were to pay the City \$15,000.00 under the Cost Reimbursement Agreement, then PCCC could make diversions for an amount of Return Flows that would cost \$15,000.00 under this Agreement and PCCC would receive a credit for that amount and would not be obligated to pay the City for that amount of Return Flows. Once PCCC diverts an amount of Return Flows in an amount equal in value to the credit received under the Cost Reimbursement Agreement, PCCC shall pay for additional diversions of Return Flows as provided by this Agreement.

ARTICLE VI. TERM

6.1 **TERM**. The term of this Agreement shall commence on the Effective Date and shall terminate 5 years after the date the TCEQ grants the City's pending application to amend Permit No. 5913. PCCC may extend the term of this Agreement for a period of 5 years by providing written notice of its intent to extend the Agreement to the City no sooner than 18 and no later than 12 months before the termination date. PCCC may extend this Agreement for one additional 5 year period by providing written notice as provided in this paragraph.

ARTICLE VII. PROVIDING RETURN FLOWS TO PCCC

7.1 **OBLIGATION TO BEGIN PROVIDING RETURN FLOWS**. The City's obligation to begin providing PCCC with Return Flows shall not go into effect unless and until the TCEQ approves the City's pending application to amend Permit No. 5913, and payment is made in full to City by PCCC pursuant to that one certain Cost Reimbursement Agreement entered into by the Parties in July, 2011.

7.2 RESERVING RETURN FLOWS. The City agrees to reserve sufficient quantities of Return Flows to ensure that it is able to provide PCCC with up to 325 acre feet of Return Flows per year for a period of 5 years beginning on the date the TCEQ grants the City's pending application to amend Permit No. 5913. After that time, PCCC agrees that the City is obligated to provide PCCC with Return Flows only if PCCC has extended the term of this Agreement and the City, at its sole discretion, concludes that it has a surplus supply of Return Flows to provide to PCCC.

ARTICLE VIII. INDEMNITY

8.1 INDEMNITY. PCCC agrees to indemnify and hold harmless the City from and against all claims, losses, expenses, costs, damages, demands, judgments, causes of action, suits, administrative actions, and liability in tort, contract or any other basis and of every kind and character whatsoever of claim for bodily injury, death, property damage, consequential damage or economic loss, penalties or fines for regulatory violations, and any claim that may arise in connection with the diversion, use, misuse, transportation and storage of the Return Flows, and the performance or failure of performance with respect to diverting the Return Flows, and with reporting requirements and other obligations as set forth in this Agreement.

ARTICLE IX. FORCE MAJEURE

9.1 FORCE MAJEURE. The performance of this Agreement may be suspended and the obligations of either Party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence, other than the obligation of payment of money as provided herein. "Force Majeure" shall mean:

- a. An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, extreme weather conditions, fire, flood, drought, explosions, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or any other cause beyond the reasonable control of either Party;
- b. The order or judgment of any federal, state, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of state courts interpreting state tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the Party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such Party;
- c. The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of either Party if it is not the result of willful misconduct or negligent action or inaction of the Party relying thereon.

ARTICLE X. NOTICES

10.1 NOTICES. All notices as provided herein to be in writing shall be delivered to:

If to the City;

Director, Water Services Department
City of College Station
P.O. Box 9960
College Station, TX 77842

If to PCCC;

Davis Young
4500 Pebble Creek Parkway
College Station, TX 77845

ARTICLE XI. TERMINATION

11.1 FAILURE TO PROVIDE PAYMENT. PCCC agrees that if it does not make payment for the Return Flows within thirty (30) days after receiving a bill from the City, then it will be in default of this Agreement. If PCCC does not cure the default within ten (10) days, the City, at its sole discretion, may terminate this Agreement without cost by providing PCCC with a ten (10) day written notice of termination.

11.2 NONCOMPLIANCE WITH AGREEMENT AND PERMIT PROVISIONS. PCCC agrees and acknowledges that part of the consideration it has offered for the City to enter into this Agreement is its representation that it shall divert and use Return Flows only in accordance with its water right Permit No. 5329/5329A, Permit No. 5913 as amended, and this Agreement. If PCCC diverts or uses the Return Flows in a manner not authorized by its water right Permit No. 5329/5329A, Permit No. 5913 as amended, and this Agreement, the City shall be authorized to terminate this Agreement immediately by providing written notice of termination to PCCC.

ARTICLE XII. MISCELLANEOUS

12.1 REGULATORY COMPLIANCE. The City agrees to provide Return Flows to PCCC in compliance with all applicable federal, state and local rules and regulations and the terms of this Agreement. PCCC agrees to divert, transport and use the Return Flows in compliance with all applicable federal, state and local rules and regulations and in accordance with its water right Permit No. 5329/5329A and Permit No. 5913 as amended, and the terms of this Agreement.

12.2 ASSIGNMENT. Neither Party shall assign this Agreement, in whole or in part, without first obtaining the written consent of the other Party.

12.3 CHOICE OF LAW. This Agreement, and the rights and obligations of the Parties pursuant to this Agreement, shall be governed by the laws of the State of Texas. Venue for legal actions arising hereunder shall lie in Brazos County, Texas.

12.4 AUTHORIZATION TO ENTER INTO AGREEMENT. The Parties represent that they are authorized by their respective governing bodies to enter into this Agreement.

12.5 ATTORNEY FEES. The Parties agree that the Party prevailing in a lawsuit or in an administrative hearing regarding a dispute pertaining to the subject matter of this Agreement shall be entitled to reasonable attorney fees.

IN WITNESS WHEREOF, the Parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed as of the day and year indicated below.

CITY OF COLLEGE STATION

PEBBLE CREEK COUNTRY CLUB

By: _____

By:  _____

Title: Mayor

Title: President

Date: _____

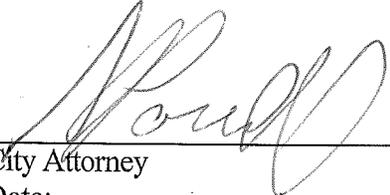
Date: 7/25/2011

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____



City Attorney
Date: _____

Chief Financial Officer
Date: _____

August 11, 2011
Consent Agenda Item No. 2p
Distribution Padmount Transformer Bid
Scott & White Hospital & Dowling Road Pump Station

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding approval of the purchase of four (4) 2500 kVA distribution padmount transformers from WESCO in the amount of \$147,657.00 and two (2) 1500 kVA distribution padmount transformers from Texas Electric Coop in the amount of \$39,750.00, for a combined total of \$187,406.00, for Scott & White Hospital & Dowling Road Pump Station.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendations: Staff recommends approval of the purchase of four (4) 2500 kVA padmount transformers from WESCO in the amount of \$147,657.00 and two (2) 1500 kVA padmount transformers from Texas Electric Coop in the amount of \$39,750.00, for a total amount of \$187,406.00.

Summary: The two (2) 1500 kVA transformers will be installed with the upcoming additions and upgrades to the Dowling Road pump station project.

The four (4) 2500 kVA transformers are for main and backup service for Scott & White Hospital. Scott & White Hospital requested that two (2) backup transformers be installed and has already paid the cost for the additional two (2) backup transformers.

The low bid for both the 1500 kVA and 2500 kVA transformers on the bid tab do not meet our specifications for transformer windings. Bid specifications call for copper/aluminum (primary/secondary) windings and WESCO bid an alternate aluminum/aluminum winding.

The second low bidder for the 2500 kVA transformers, Shihlin Electric, bid transformers manufactured in Taiwan. CSU has no prior experience with this contractor or this manufacturer. The bid was presented from their representative in California, and they have no Texas sales or service presence. CSU has experience with all of the other transformer manufacturers who submitted a bid and has existing equipment from these manufacturers that has been in service for years. Transformers purchased in the past have all been manufactured within the North American Continent and have distributor representatives in Texas that are available to deal with material and equipment issues for our electric system and will be responsible for ensuring delivery and warranty issue are dealt with if necessary.

Staff recommends purchasing the 2500 kVA transformers from WESCO, (ABB Transformer Manufacturer) based on best value for the City. WESCO has a good reputation and the City's past experience with the bidder and bidder's manufacturer is very positive.

Budget & Financial Summary: Funds for this purchase were budgeted for and approved in the FY11 Electric Capital Improvement Projects Funds.

Attachments:

1. Bid Tab

11-96 Bid Tab

ITEM NUMBER: 1

ITEM DESCRIPTION: 1500 KVA 3-Phase Transformer, 480/277

Order Quantity: 2

INVENTORY #: 285-086-00052

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
WESCO	ABB	\$25,212	\$50,424	\$39,855	9-11
WESCO Alternate	ABB	\$21,595	\$43,190	\$35,578	16-20
Dealers Electric	Square D	\$33,558	\$67,116	\$49,136	8-9
TEC	GE	\$19,875	\$39,750	\$35,745	14
TEC Alternate	ERMCO	\$26,140	\$52,280	\$41,869	8
Press Control	Sunbelt	\$45,050	\$90,100	\$61,051	10-11
KBS	Cooper	\$27,327	\$54,654	\$43,288	6-8
KBS Alternate	ERMCO	\$25,938	\$51,876	\$41,667	8
Shihlin	Shihlin	\$23,400	\$46,800	\$38,925	21-22

ITEM NUMBER : 2

ITEM DESCRIPTION: 2500 KVA 3-Phase Padmount Transformer 480/277

Order Quantity: 4

INVENTORY #: 285-086-00054

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
WESCO	ABB	\$36,914	\$147,656	\$59,523	9-11
WESCO Alternate	ABB	\$30,319	\$121,276	\$52,715	9-11
Dealers Electric	Square D	\$44,767	\$179,068	\$67,597	10-11
TEC	GE	\$40,082	\$160,328	\$63,064	14
TEC Alternate	ERMCO	\$38,450	\$153,800	\$64,252	8
Press Control	Sunbelt	\$67,244	\$268,976	incomplete bid	incomplete bid
KBS	Cooper	\$44,766	\$179,064	\$67,805	14-15
KBS Alternate	ERMCO	\$39,415	\$157,660	\$62,067	8
Shihlin	Shihlin	\$32,900	\$131,600	\$55,886	21-22

Low bid, does not meet specs

Low bid meeting specs

Low bid meeting specs (staffs recommendation for purchase)

August 11, 2011
Consent Agenda Item No. 2q
Purchase Automatic Transfer Switch for Scott & White Hospital

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding approval of the purchase of Automatic Transfer Switch from Techline Inc. in the amount of \$105,085.00.

Relationship to Strategic Goals: Financially Sustainable City Providing Response to Core Services and Infrastructure.

Recommendations: Staff recommends approval of the purchase of Automatic Transfer Switch from Techline Inc. in the amount of \$105,085.00.

Summary: This Automation Transfer Switch will be installed at the Scott & White Hospital. The switch is designed to automatically switch the hospital to a backup electric service feeder in case of a power failure on the primary electric service feeder. Upgrade costs for this device so that it can serve additional transformers at this site were included in the charges to Scott and White that were collected in May, 2011.

Sealed competitive bids were received with one bidder Techline Inc. responding with three (3) types of Automatic Transfer Switches being proposed. The selected switch meets the requirements and specs.

Budget & Financial Summary: Funds for this purchase were budgeted for and approved in the FY11 Electric Capital Improvement Project Funds.

Attachments:

1. Bid Tab



City of College Station - Purchasing Department
Bid Tabulation for #11-94
"Padmounted Switchgear"
Open Date: Wednesday, June 22, 2011 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Techline, Inc.		Techline, Inc.	
				UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT
A-1	1	ea	Pad-Mounted Automatic Transfer Switchgear	\$128,197.00	\$128,197.00	\$105,085.00	\$105,085.00
A-2	1	ea	Pad-Mounted Automatic Transfer Switchgear Training	\$5,946.00	\$5,946.00		\$0.00
A-3	1	ea	Pad-Mounted Automatic Transfer Switchgear Field Testing	\$5,946.00	\$5,946.00		\$0.00
TOTAL				\$140,089.00		\$105,085.00	
Alt-1	1	ea	Pad-Mounted Automatic Transfer Switchgear	\$174,670.00		\$105,085.00	
Certification from bid package				✓		✓	
Prompt Payment Discount				0%		0%	
Delivery After Receipt of PO (No. of Calendar Days)				22-24 weeks		19 weeks/Elastimold	

NOTES: "No Bid" received from M&I Electric Industries

Bid No. 1 from Techline: 1) Transfer time is 10-12 cycles; 3C) Temperature range for Type 1 control supplies is -40c to +65c; rubber goods and surge arrestors provided by others

Bid No. 2 from Techline: Section V: Bld: Does not provide a test mode in SEL control; Section V:BIF does not provide an operations counter on the MVI's; Section V:B4 fault blocking CT's are located on the source side switches and only block the transfer when an over current and a loss of voltage occurs on the closed switch.

August 11, 2011
City Council Regular Agenda Item No. 1
Citizen Appointments

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding appointments to the following Boards and Commissions:

- B/CS Library Committee
- Bicycle, Pedestrian & Greenways Advisory Board
- Cemetery Committee
- Construction Board of Adjustments
- Design Review Board
- Historic Preservation Committee
- Joint Relief Funding Review Committee
- Landmark Commission
- Lick Creek Park Nature Center Advisory Committee
- Parks & Recreation Board
- Planning & Zoning Commission
- Sunset Advisory Commission
- Zoning Board of Adjustments

Summary: The City Secretary's Office began advertising for applicants to fill the vacancies of the various boards and commissions in April 2011. The deadline to receive applications was Friday, July 22. Staff received 83 applications for the Council's consideration.

At the May 26, 2011 Regular Meeting of the City Council, staff was directed to place the appointments on the agenda for the second meeting in July. However on June 23, Council appointed an interim Sunset Review Commission, charging them to complete their review and make their recommendations by July 21. This caused the appointments to be moved to the first meeting August.

The City Secretary's Office is also planning to conduct a mandatory orientation of all boards, committees, and commissions sometime in mid-to-late August. There will be more than one date to accommodate the new appointees' schedules.

Attachments:

- None

**August 11, 2011
Regular Agenda Item No. 2
Rezoning for 2862 North Graham Road**

To: David Neeley, City Manager

From: Bob Cowell, AICP, CNU-A, Executive Director - Planning & Development Services

Agenda Caption: Public Hearing, presentation, possible action, and discussion on an ordinance amending Charter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries affecting certain properties; to wit: 7.364 acres located at 2862 North Graham Road, and more generally located west of the intersection of Old Wellborn Road and North Graham Road, from A-O Agricultural Open to PDD Planned Development District.

Recommendation(s): The Planning and Zoning Commission considered this item at their August 4, 2011 meeting and recommended approval (4-0). Staff also recommended approval.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The Comprehensive Plan Future Land Use and Character Map designates the subject property as Business Park. The Business Park land use designation is generally for areas that include office, research, or industrial uses planned and developed as a unified project that have good access to arterial roadways. Uses proposed with this PDD include those allowed under the Research and Development (R&D) zoning district such as office, light industrial, and testing/research laboratory facilities. Additionally, planned uses proposed as part of this PDD rezoning consist of limited self-storage, large vehicle storage, wholesale services, and office/ warehousing facilities. Standard uses allowed under the base R&D zoning district classification are consistent with the Comprehensive Plan's Business Park designation. As part of the PDD rezoning process, flexibility is given to allow for potential commercial uses such as limited self-storage/vehicle storage, wholesale services, and warehousing facilities that traditionally are not allowed in R&D districts; however, when additional community benefits such as architectural features, increased setbacks and buffers, and additional pedestrian facilities are applied to the proposed development, the compatibility is increased. Based on the mix of uses and additional design elements proposed with this rezoning it is Staff's opinion that this proposal is consistent with the Comprehensive Plan.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is currently zoned A-O Agricultural Open. The two properties located along the northeastern property line are developed for commercial uses. One is zoned C-2 Commercial Industrial, while the other, located at the corner of Old Wellborn Road and North Graham Road, is zoned A-O Agricultural-Open. The property to the southeast, across North Graham Road, is zoned A-O Agricultural-Open and is used for agricultural purposes. The property to the southwest is also zoned A-O, but is being utilized for a

single residence. The properties located adjacent to the northwest property line are zoned A-O and are undeveloped at this time. While other properties to the northwest, located at the intersection of Old Wellborn Road and Rock Prairie Road, that are zoned C-2 are either undeveloped or developed as a veterinary clinic.

Uses allowed by a traditional R&D zoning district such as office and light industrial are compatible with the surrounding commercial, industrial, and residential uses. They are typically less intense uses having lower traffic volumes and can benefit from being in proximity to certain commercial and residential uses. In the past year, the surrounding area has experienced increased growth and development pressure from commercial and residential developments. In June of this year, a planned development consisting of approximately 100 acres of single-family, townhome, office, and commercial uses was approved within the immediate vicinity of the subject property. The uses proposed in this PDD are intended to provide support and service to the growing commercial and residential uses developing in this area of College Station. Through this PDD, additional architectural design requirements, site buffering, and landscaping requirements applied to the proposed self-storage, vehicular storage, and office warehousing uses will address issues related to noise and light pollution that traditionally would make these uses incompatible with the surrounding properties.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is located along North Graham Road, which is classified as a two-lane Major Collector on the Thoroughfare Plan, but is currently built to rural standards. The property is located in close proximity to F.M. 2154 and Rock Prairie Road West; however, it does not have direct access to either roadway. The requested PDD includes office and industrial uses that the Comprehensive Plan anticipates as being suitable for this area over the 20-year Plan horizon. The intent of the office/warehouse portion of the development is to provide lease space for small service-oriented businesses that are more industrial in nature (e.g. plumbers, electricians, and professional contractors), that can serve the needs associated with the continued residential and commercial growth in this area. These types of businesses tend to have low traffic volumes and require limited location identification. Additionally, self-storage uses also tend to have low traffic volumes and are preferably located in areas removed from primary thoroughfares and gateways.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is currently zoned A-O Agricultural-Open, which allows for agricultural and low-density residential uses. Such uses are suitable to the property due to the existing rural environment. However, due to the continued commercial and residential growth in this area, the A-O zoning classification is not suitable for the development that what would be compatible with the surrounding uses and continued growth.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property's current A-O Agricultural-Open zoning district limits potential development to uses such as agricultural, low-density residential, and open space. There are currently 29 acres of developed property zoned C-1 General Commercial, 23 acres of developed property zoned C-2 Commercial Industrial and 14 acres of developed property zoned for A-P Administrative Professional located within a one-mile radius of the subject property. A combined 121 acres of developed and undeveloped property within a one-mile radius of the subject property are zoned as PDD districts with some commercial and residential uses. While there are office and commercial lease spaces available within the vicinity of the subject property, the proposed rezoning will allow for the development of

uses needed to support the expanding commercial and residential developments in the area.

- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** This subject property is not located within the City of College Station's water service area. Water service (domestic and fire demands) will be provided by Wellborn SUD and will be required to meet the minimum requirements set by the City's Water Design Guidelines.

The subject tract is located near an 8-inch sanitary sewer main, which runs along Rock Prairie Road. The tract is located in the Steeplechase Sanitary Sewer Impact Fee Area that gravity flows into the Bee Creek Trunk Line. This respective trunk line's sub-basin currently serves many developments along FM2818, from areas east of Wellborn Road, to the Carters Creek Wastewater Treatment Plant. Much of the existing trunk line was constructed in 1973 and was shown to have several surcharging line segments in the 2011 HDR Sanitary Sewer Collection System Master Plan Update. The City is currently in the process of initializing a capital improvement project entitled the 'Bee Creek Relief Line' that will install a larger diameter gravity line to increase the system capacity of the overall sub-basin in order to accept the ultimate build-out demand anticipated in this respective area. This trunk line capacity increase is necessary to proactively prevent surcharge events, possible fines from TCEQ, and customer service disruptions. Preliminary analysis of this area has identified that the existing sanitary sewer capacity can support the increased sanitary sewer demand from the proposed development, however, future demands in this respective sub-basin will need to be evaluated as development occurs.

Drainage on the subject tract is generally to the southwest within the Hope's Creek drainage basin. There is currently no FEMA regulated floodplain on-site. Future development on the property will be required to comply with the City's Flood Hazard Protection Ordinance and BCS Unified Stormwater Design Guidelines.

REVIEW OF CONCEPT PLAN

The applicant has provided the following information related to the purpose and intent of the proposed zoning district:

"The purpose and intent of the proposed development is to provide office & office/warehouse space for small/local business, self storage facilities, vehicular/boat storage space, research & development space, light industrial space, wholesales service space and scientific testing/research laboratory space."

In accordance with the purpose statement, the Concept Plan proposes a mixture of office, commercial, and industrial uses. The proposed concept plan includes a two-phased development that will utilize uses allowed in the R&D Research and Development zoning districts and additional uses specific to each phase of the development. Planned uses consist of 10,000 - 12,000 square feet of office/warehouse and wholesale services, as well as 35,000 - 45,000 square feet of self-storage, and vehicular storage for Phase 1. Phase 2 of this development consist of approximately 40,000 square feet of office/warehouse, light industrial, scientific testing/research laboratory and wholesale service uses. Office/warehouse uses, Research and Development uses, and wholesale service uses in Phase 1 will be located near the front of the development along North Graham Road. Self-storage and vehicle storage uses are proposed to be located at the rear of the property and will be limited solely to the first phase of this development.

The proposed layout of the development lends itself to a business park environment. Additional landscaping is proposed to lessen the visual impact that the development may

have on surrounding properties. The applicant has offered to provide 25% more landscaping than what is required by the UDO throughout the site to create a more appealing look for the development. A 15-foot landscape buffer along with ornamental fencing will be provided along the northern and eastern property lines of this development. The applicant is proposing to provide a 20-foot to 40-foot conservation buffer consisting of existing, mature, vegetation along the western portion of the property to provide ample separation between the residential property and this development. The applicant is also proposing to include a 25-foot parking setback along North Graham Road to create a "greenbelt" effect along the roadway. A variable width sidewalk (6-foot to 8-foot in width) located within a pedestrian access easement will be provided along the front of the property to encourage pedestrian connectivity when the surrounding properties are developed.

At the time of plat and site plan, the project will need to meet all applicable site development standards required by the Unified Development Ordinance (UDO) for the R&D Research and Development zoning classification, except for those requested modifications allowed as part of the PDD zoning classification. Staff is currently undertaking an effort to create new zoning districts to implement the different character areas envisioned by the Comprehensive Plan. In the absence of a defined Business Park zoning district, the applicant and staff have negotiated through various standards to seek to attain a business park style development that is appropriate for this portion of the City, while seeking to retain flexibility for both parties.

Base Zoning and Meritorious Modifications

The applicant has proposed to utilize the uses allowed by the R&D Research and Development zoning classification as the base, underlying zoning district for this PDD district. However, in lieu of meeting the dimensional standards required in R&D zoned districts, the applicant is proposing to utilize dimensional standards found in Section 5.4 Non-Residential Dimensional Standards of a C-1 General Commercial zoning district for this PDD district. At the time of plat and site plan, the project will need to meet all applicable site development standards and platting requirements of the UDO for the R&D Research and Development zoning classification, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modifications:

1. UDO Section 5.3.H.1 a, b, c, e – "Performance Criteria for All Uses " in R&D zoning districts:

The applicant is requesting a waiver from the following performance criteria and additional standards required for all uses in the R&D zoning district:

1. Performance Criteria for All Uses

- a. **Impervious Surface:** Impervious surface is limited to 70 percent. The UDO requires this limitation of impervious surface in R&D zoning districts so that when constructed, developments in these districts will be compatible with the character and integrity of the surrounding neighborhoods. To satisfy the intent of this requirement, the applicant proposes to provide a 20-foot to 40-foot conservation buffer on the western side of the development that will consist of existing canopy and non-canopy trees ranging from 6-inches to 24-inches in diameter. The northeastern and northwestern property lines will include a 15-foot landscaping buffer, and a 25-foot parking setback will serve as a "greenbelt" along the southern property line. An internal landscaped buffer screen will also be put in place to surround the self-storage and vehicle storage portion of the development. The applicant is also proposing that at time of site plan, landscaping requirements will be exceeded by 25% of what is required by the

UDO for this site. Combined, these additional development standards will increase the overall aesthetics of the site and serve to meet the intent of the impervious surface limitations.

- b. **Floor Area Ratio (FAR):** The maximum FAR in this district shall not exceed 50 percent. Floor Area Ratio refers to the ratio of the floor area of a building to the area of the lot on which the building is located. The purpose of establishing a maximum FAR not to exceed 50% is to encourage the preservation of open space, reduce the amount of impervious surface of a development, and ensure that building heights are compatible with the character of the surrounding areas. The applicant is requesting to be exempt from this requirement. As stated above, the applicant is also providing 25% additional landscaping, a 15-foot landscaped buffer along the northeast and northwest property lines, and a 20-foot to 40-foot conservation buffer to mitigate the impact this development will have on the natural environment. The applicant has stated that building heights will range from 10 feet to a maximum of 30 feet.
- c. **Building Materials:** All main buildings shall have not less than 90 percent of the total exterior walls, excluding doors, windows and window walls, constructed or faced with brick, stone, masonry, stucco or precast concrete panels. Current UDO standards do not require structures constructed in R&D zoning districts to meet the requirements of Section 7.9 Non-Residential Architectural Standards; however, there are specific building material requirements for all structures constructed in R&D districts. In lieu of meeting the building materials standards of the R&D zoning classification for all buildings the applicant proposed to provide specific architectural features and building materials standards:
 - i. Office/warehousing, wholesale services, and R&D uses:
 - a. Provide two or more elements of architectural relief for building mass and design on both front and side facades at least every 45 feet.
 - b. 100% combination of masonry, stone, and/or UDO compliant façade finishes on all office/warehousing structures if visible from the right-of-way.
 - c. No more than 66% of rooflines are on the same elevation on both front and side facades.
 - ii. Self-Storage (Phase 1 only): 100% masonry, stone and/or UDO compliant façade finish on all eastern and western facades even if not visible from the right-of-way.
 - iii. Vehicular Storage (Phase 1 only): 100% masonry, stone, and/or UDO compliant façade finish on the northern, eastern, and western facades.
- e. **Other District Regulations:** All processes are to be conducted inside buildings and there shall be no outside storage or business activity. Any business operations occurring during the hours between 7 p.m. and 6 a.m. must meet all the performance criteria established in this section, as well as limit vehicular access into the site through a designated access point that mitigates any adverse impacts of the traffic on surrounding residential areas. Due to the nature of the uses proposed as part of the PDD district, the applicant does not feel that these restrictions are necessary given the additional landscaping, buffering, and screening standards being proposed as part of this PDD request. The applicant is providing a 24-foot

Public Way along the western portion of the property to provide connectivity to neighboring property to the North when it develops in the future.

2. **UDO Section 5.4 “Non-Residential Dimensional Standards”** The applicant has requested a waiver from the dimensional standards for the R&D Research and Development zoning classification, proposing instead to use the dimensional standards required for the C-1 General Commercial zoning district for this development. The table below details the dimensional standards required and those requested by the applicant:

	R&D Research and Development (Required)	C-1 General Commercial (Requested)
Min. Lot Area	20,000 Square feet	None
Min. Lot Width	100 feet	24 feet
Min. Lot Depth	200 feet	100 feet
Min. Front Setback	30 feet	25 feet
Min. Side Setback	30 feet	7.5 feet
Min. St. Side Setback	30 feet	15 feet
Min. Rear Setback	30 feet	15 feet
Max. Height	None	30 feet

3. **UDO Section 7.3.C.3.f.3 “Access Management – Spacing of Adjacent Driveways”** The applicant has requested an 85-foot reduction to the 235-foot driveway spacing standards required for adjacent driveways located along streets classified as a Major Collector. This modification will allow the applicant to construct a second driveway to the subject property that will be located within 150 feet of the existing residential driveway located on the abutting property to the west. The second driveway will be for a public way that will allow this development to meet the block length requirements of Section 8.2 of the UDO when the property is platted.

The Unified Development Ordinance provides the following review criteria for PDD Concept Plans:

1. **The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** The Concept Plan provides for office/warehousing uses to be located at the front of the development along North Graham Road. Self-storage and vehicle-storage facilities will be located to the rear of the property and a landscaped buffer surrounding these uses will be provided to enhance the overall character of the development. All buildings will have increased aesthetic requirements and will use materials that are not generally required by the UDO for developments located in R&D zoned districts.

2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:

The Concept Plan reflects the policies, goals and objectives of the Comprehensive Plan as it relates to land use and character, connectivity, market flexibility and sustainability. The Business Park future land use designation in the Comprehensive Plan is intended for areas that include office, research, or industrial uses planned and developed as a unified project. The uses proposed in this PDD zoning district are consistent with uses the Comprehensive Plan designates as appropriate for the Business Park future land use classification.

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:

Adjacent properties to the northwest and southwest are largely undeveloped, but are also designated as Business Park in the Comprehensive Plan. As proposed, this development will be compatible with the adjacent commercial uses located to the northeast of the subject property due to the scale and design of the site and proposed structures. This development will serve as a transition from more intense commercial uses to the northeast and future Business Park uses to the northwest and southwest. Additionally, the proposed development includes a Public Way, projecting to the adjacent property to the North, as well as cross access easements to the eastern and western properties, which will allow for the removal of existing non-conforming driveways in the future when these properties are developed.

When constructed, buildings will have a maximum height of 30 feet, will be required to provide architectural design elements on specified facades, and will use building materials that consist of stone or masonry products on specified facades. The proposal also includes provisions for a 20-foot to 40-foot conservation buffer along the west side of the property, as well as a 15-foot landscaped buffer around the remainder of the property. These buffers will serve to block direct light from vehicles entering and exiting the site and will reduce some effects of noise pollution that can be associated with these types of uses.

4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:

There are no residential uses proposed for this development.

5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:

At the time of platting and site plan, the applicant will be dedicating a 42-foot public access easement and providing a Public Way as defined by the UDO, along the western portion of the property. They will be constructing a variable width sidewalk, ranging from 6 feet to 8 feet in width, adjacent to North Graham Road right-of-way. The Concept Plan also includes an area reserved for an outdoor, public, picnic area near the conservation buffer. Additionally, the applicant has designed the site to take into consideration a 10-foot right-of-way dedication that will be required at platting along North Graham Road and a cross access easement along the front of the property to allow neighboring properties to the east additional access in the future when developed.

6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:

Staff initially expressed concerns regarding noise and light pollution from vehicular traffic being a nuisance to the adjacent residential property; however, the applicant is proposing to use a 20-foot to 40-foot conservation buffer yard to include existing landscaping consisting of canopy and non-canopy trees ranging from 6-inches to 24-inches in diameter to mitigate the effects that noise and light pollution may have on the residential uses adjacent to this site. This site's stormwater detention facilities will be located between the proposed conservation buffer and proposed Public Way to provide for increase separation between uses. Additionally, the concept plan shows a landscaped buffer screen surrounding the self-storage and vehicular storage portions of the development.

7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:

A traffic impact analysis was not required for this project due to the proposed size of the project and low levels of traffic (144 trips per peak hour) that are estimated to be generated by this proposal. Furthermore, the square footage of the different land uses was capped to stay below the 150-vehicle trip threshold. At the time of platting and site plan the applicant will be dedicating a 42-foot public access easement to provide a Public Way as defined by the UDO, along the western portion of the property and will be constructing a variable width sidewalk, ranging from 6 to 8 feet in width, along southeastern portion of the property.

Budget & Financial Summary: N/A

Attachments:

- 1. Background Information**
- 2. Small Area Map (SAM) & Aerial**
- 3. Ordinance**

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 4, 2011

Advertised Council Hearing Dates: August 11, 2011

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 16

Contacts in support: None at the time of writing this staff report.

Contacts in opposition: None at the time of writing this staff report.

Inquiry contacts: None at the time of writing this staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
Northeast	Suburban Commercial	A-O Agricultural-Open/C-2 Commercial Industrial	Commercial strip center/A-O Commercial-Former Heirloom Gardens Nursery
Southeast	2-lane Minor Collector on Thoroughfare Plan, Business Park	A-O Agricultural-Open	Undeveloped/Agricultural Farmland, North Graham Road
Northwest	Suburban Commercial and Business Park	C-2 Commercial Industrial, and A-O Agricultural-Open	Undeveloped/Agricultural Farmland, Vet Clinic
Southwest	Business Park	A-O Agricultural-Open	Residential

DEVELOPMENT HISTORY

Annexation: 2002

Zoning: A-O Agricultural Open since annexation

Final Plat: N/A

Site development: Vacant

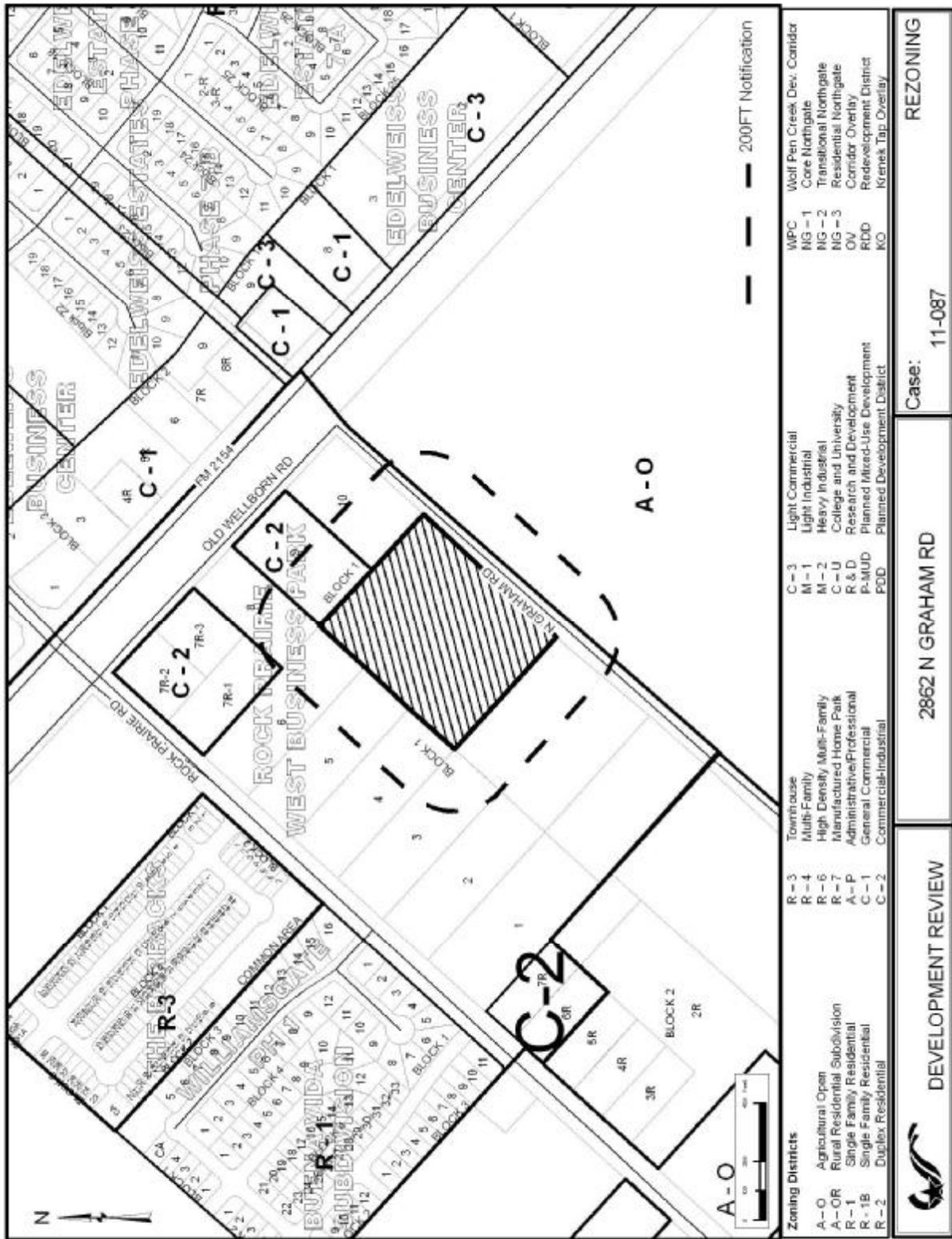


REZONING
Case: 11-087

2862 N GRAHAM RD

DEVELOPMENT REVIEW





REZONING

Case: 11-087

DEVELOPMENT REVIEW

2862 N GRAHAM RD

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A" through "D" attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 11th day of August, 2011

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-O Agricultural-Open to PDD Planned Development District:

Being a tract of land containing 7.364 acre tract out of the of land lying and being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas. Said tract being the dame tract of land as described be a deed to Texas A&M Foundation Trust Company, Trustee of the Wanona Carol Randolph Charitable Remainder Unitrust recorded in Volume 9361, Page 87 of the official public records of Brazos County, Texas. Said tract being more particularly described by metes and bounds in the attached Exhibit "B", and shown graphically in the attached Exhibit "C", and with a concept plan as described and shown graphically in Exhibit "D".

EXHIBIT "B"

**METES AND BOUNDS DESCRIPTION
OF A
7.364 ACRE TRACT
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND AS DESCRIBED BY A DEED TO TEXAS A&M FOUNDATION TRUST COMPANY, TRUSTEE OF THE WANONA CAROL RANDOLPH CHARITABLE REMAINDER UNITRUST RECORDED IN VOLUME 9361, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF GRAHAM ROAD MARKING THE SOUTH CORNER OF LOT 10, BLOCK 1, ROCK PRAIRIE WEST BUSINESS PARK, PHASE 1 ACCORDING TO THE PLAT RECORDED IN VOLUME 4966, PAGE 66 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 10 BEARS: N 42° 48' 07" E FOR A DISTANCE OF 399.47 FEET;

THENCE: S 42° 27' 46" W ALONG GRAHAM ROAD FOR A DISTANCE OF 616.65 FEET (DEED CALL DISTANCE – 617.67 FEET) TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT AND THE EAST CORNER OF A CALLED 5.00 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO ROBERT D. STRAWN AND CARL L. STRAWN RECORDED IN VOLUME 3720, PAGE 257 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE, CITY OF COLLEGE STATION GPS MON. #116 BEARS: S 34° 01' 11" W FOR A DISTANCE OF 7657.90 FEET;

THENCE: N 47° 44' 43" W ALONG THE NORTHEAST LINE OF SAID 5.00 ACRE TRACT FOR A DISTANCE OF 517.24 FEET (DEED CALL DISTANCE – 517.10 FEET) TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 5.00 ACRE TRACT, THE EAST CORNER OF LOT 3 OF SAID BLOCK 1 AND THE SOUTH CORNER OF LOT 4 OF SAID BLOCK 1;

THENCE: N 42° 25' 59" E ALONG THE SOUTHEAST LINE OF SAID BLOCK 1 FOR A DISTANCE OF 623.38 FEET (PLAT CALL AND MEASURED DISTANCE, 4966/66) TO A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF LOT 6 OF SAID BLOCK 1, THE SOUTH CORNER OF LOT 8 OF SAID BLOCK 1 AND THE WEST CORNER OF LOT 9 OF SAID BLOCK 1;

THENCE: S 47° 00' 02" E ALONG THE SOUTHWEST LINE OF SAID LOTS 9 AND 10 FOR A DISTANCE OF 517.58 FEET (PLAT CALL DISTANCE – 517.73 FEET) TO THE **POINT OF BEGINNING** CONTAINING 7.364 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MAY, 2011. SEE PLAT PREPARED MAY, 2011 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

C:/WORK/MAB/11-217.MAB
REVISED 05-10-11

EXHIBIT "C"

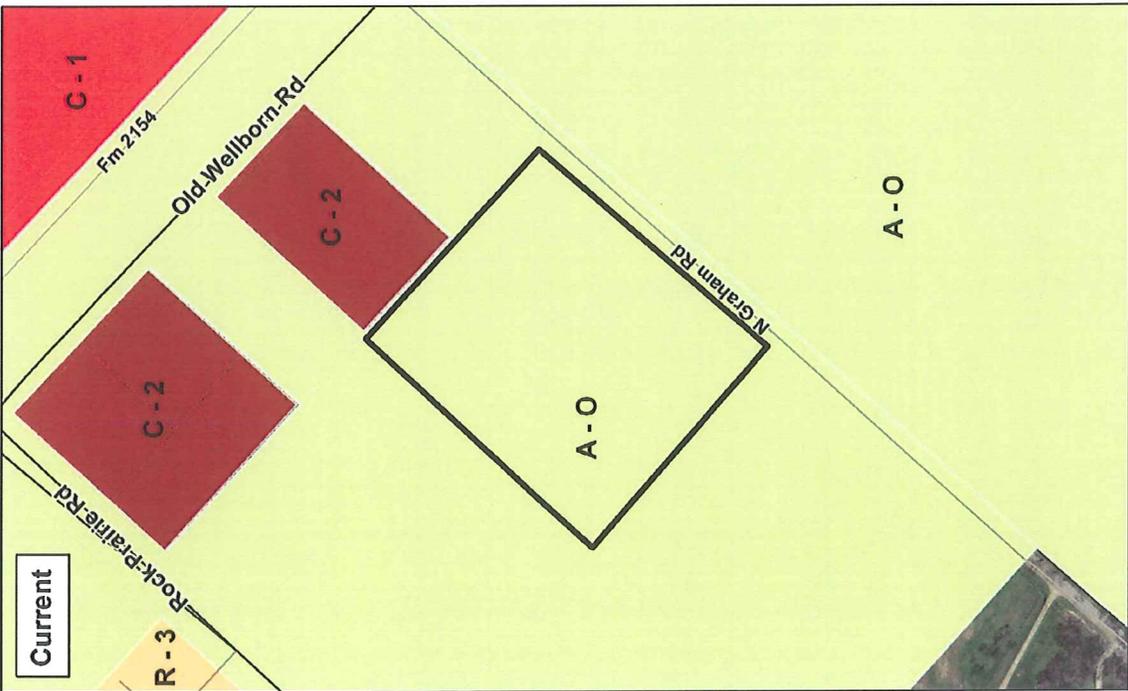
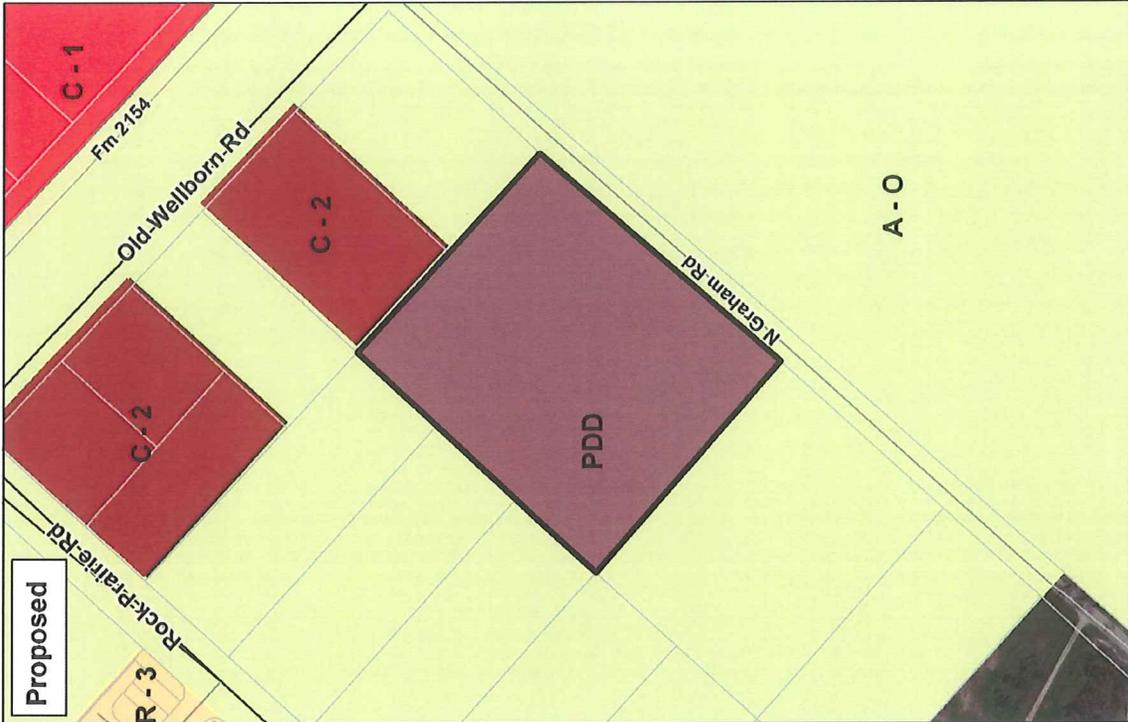


EXHIBIT “D”

At the time of site plan, the project will need to meet all applicable site and architectural requirements required by the Unified Development Ordinance, including, but not limited to landscape, signage, and development standards for the R&D Research and Development zoning district except as modified in the attached.

Purpose & Intent:

“The purpose and intent of the proposed development is to provide office & office/warehouse space for small/local business, self storage facilities, vehicular/boat storage space, research & development space, light industrial space, wholesales service space and scientific testing/research laboratory space.”

Permitted Uses:

All uses allowed by right in the R&D Research and Development zoning classification.
Office/warehousing
Wholesales services
Self-Storage – Limited to Phase 1 of this development
Vehicular Storage – Limited to Phase 1 of this development

Base Zoning and Meritorious Modifications

The underlying zoning district is R&D Research and Development for uses and standards not identified in the PDD zoning. At the time of site plan, the project will need to meet all applicable site and development requirements of the Unified Development Ordinance for R&D Research and Development. Through the PDD, the following meritorious modifications were granted:

1) **Section 5.3.H.1 a, b, c, e – “Performance Criteria for All Uses” in R&D zoning districts:**

The applicant is requesting a waiver from the following performance criteria and additional standards required for all uses in the R&D zoning district:

- a) Impervious Surface: Impervious surface is limited to 70 percent.
- b) Floor Area Ratio (FAR): The maximum FAR in this district shall not exceed 50 percent.
- c) Building Materials: All main buildings shall have not less than 90 percent of the total exterior walls, excluding doors, windows and window walls, constructed or faced with brick, stone, masonry, stucco or precast concrete panels.
- e) Other District Regulations: All processes are to be conducted inside buildings and there shall be no outside storage or business activity. Any business operations occurring during the hours between 7 p.m. and 6 a.m. must meet all the performance criteria established in this section, as well as limit vehicular access into the site through a designated access point that mitigates any adverse impacts of the traffic on surrounding residential areas.

2) **Section 5.4 “Non-Residential Dimensional Standards”**

The applicant has requested a waiver from the dimensional standards for the R&D Research and Development zoning classification, proposing instead to use the dimensional standards required

for the C-1 General Commercial zoning district for this development. The table below details the dimensional standards required and those requested by the applicant:

	R&D Research and Development (Required)	C-1 General Commercial (Requested)
Min. Lot Area	20,000 Square feet	None
Min. Lot Width	100 feet	24 feet
Min. Lot Depth	200 feet	100 feet
Min. Front Setback	30 feet	25 feet
Min. Side Setback	30 feet	7.5 feet
Min. St. Side Setback	30 feet	15 feet
Min. Rear Setback	30 feet	15 feet
Max. Height	None	30 feet

3) **Section 7.3.C.3.f.3 “Access Management – Spacing of Adjacent Driveways”**

The applicant has requested an 85-foot reduction to the 235-foot driveway spacing standards required for adjacent driveways located along streets classified as a Major Collector. This modification will allow the applicant to construct a second driveway to the subject property that will be located within 150 feet of the existing residential driveway located on the abutting property to the west. The second driveway will be as a public way that will allow this development to meet the block length requirements of Section 8.2 “General Requirements and Maximum Standards of Design for Subdivisions within the City Limit” of the UDO when the property is platted.

Community Benefits

The applicant proposes to include the following architectural design, landscaping, and site development features as community benefits of this development.

Architectural Design

Structures used for office/warehousing, wholesale services, and R&D uses will have the following architectural features:

- a. Provide two or more elements of architectural relief for building mass and design on both front and side facades at least every 45 feet.
- b. 100% combination of masonry, stone, and/or UDO compliant façade finishes on all office/warehousing structures if visible from the right-of-way.
- c. No more than 66% of rooflines are on the same elevation on both front and side facades.

Structures designated as Self-Storage uses will have the following architectural features:

100% masonry, stone and/or UDO compliant façade finish on all eastern and western facades even if not visible from the right-of-way.

Structures designated as Vehicle-Storage uses will have the following architectural features:
100% masonry, stone, and/or UDO compliant façade finish on the northern, eastern, and western facades.

The range of the future building heights is from 10 feet to 30 feet. No structure shall exceed 30 feet in height.

Landscaping

At the time of site planning, provide 25% more landscaping required by Section 7.5 “Landscaping and Tree Protection” of the Unified Development Ordinance.

Parking Setback

Off-street parking facilities will be setback a minimum of 25 feet along the North Graham Road.

Buffering

At the time of site planning, a 15-foot landscaped buffer will be provided along the northeastern and northwestern property lines.

At the time of site planning, a Conservation Buffer ranging from 20 to 40 feet in width will be provided along the southwestern property line.

Sidewalks

At the time of platting the owner will provide a variable width sidewalk (6-foot to 8-foot in width) within a pedestrian access easement located along the front of the property to encourage pedestrian connectivity when the surrounding properties are developed.

Public Way

At the time of platting, the owner will dedicate a 42-foot public access easement and provide a Public Way as defined by the UDO, along the western portion of the property.

August 11, 2011
City Council Regular Agenda Item No. 3
Calling Election

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion on an ordinance calling a Special Election for November 8, 2011 for the purpose of amending the City Charter, if necessary.

Summary: The Council will be hosting a Public Hearing on August 8 to discuss the possibility of holding a charter amendment election on November 8, 2011. This item has been placed on the agenda to allow the Council to take action, if necessary, depending on the outcome of Monday's meeting.

Financial Summary: This election could cost the County \$50, 000 to \$70,000 dollars. We will have to pay a proportionate share of the expenses if we are on the ballot.

Attachments: None